VILLAGE OF BARTLETT
BOARD AGENDA
NOVEMBER 15, 2016
7:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. *CONSENT AGENDA*

All items listed with an asterisk* are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.

6. MINUTES: Board and Committee Minutes – November 3, 2016

*7. BILL LIST: November 15, 2016

8. TREASURER'S REPORT: September, 2016
   Motor Fuel Tax Report – August, 2016
   Sales Tax Report – July, 2016

9. PRESIDENT'S REPORT:
   1. Appointment of Village Treasurer
   2. Sister Cities Trip to Taiwan
   3. Small Business Saturday Proclamation
   4. ComEd Smart Meter Installation

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES
11. TOWN HALL: **(Note: Three (3) minute time limit per person)**
12. STANDING COMMITTEE REPORTS:

A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE
   1. None

B. BUILDING COMMITTEE, CHAIRMAN HOPKINS
   1. None

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
   *1. Brewster Creek TIF Developer Note #4, Payout #1
   *2. Brewster Creek TIF 2016 Project Fund, Payout #1
   3. Estimated Property Tax Levy

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS
   1. None

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

1. An Ordinance providing for the issuance of not to exceed $16,900,000 General Obligation Bonds, Series 2016, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and providing for the sale of said bonds to the purchaser thereof.

2. Police Facility Architectural Services
3. Police Facility Construction Manager Contract

F. **PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER**

1. Lambert and Spaulding No Parking Ordinance

13. **NEW BUSINESS:**
14. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
15. **ADJOURNMENT**

VILLAGE OF BARTLETT
BOARD MINUTES
November 3, 2016

1. CALL TO ORDER

President Wallace called the rescheduled meeting of November 3, 2016 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. in the Council Chambers.

2. ROLL CALL

PRESENT: Trustee Camerer, Carbonaro, Deyne, Hopkins, Reinke, and President Wallace

ABSENT: Trustee Arends

ALSO PRESENT: Village Administrator Valerie Salmons, Assistant Administrator Paula Schumacher, Interim Finance Director Todd Dowden, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Grounds Superintendent Kevin DeRoo, Police Chief Kent Williams, Village Attorney Bryan Mraz and Village Clerk Lorna Giless.

3. INVOCATION

Pastor Rosemary Traynor from Jesus Journey Church did the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

President Wallace stated that all items marked with an asterisk on the Agenda are considered to be routine and will be enacted by one motion. He further stated that there will be no separate discussion of these items unless a Board member so requests, in which event, that item will be removed from the Consent Agenda and considered at the appropriate point on the Agenda. He asked if there were any items a Board member wished to remove from the Consent Agenda, or any items a Board member wished to add to the Consent Agenda.

Trustee Reinke stated that he would like to add item 1 under the Planning & Zoning Committee (Resolution 2016-84-R, A Resolution Approving of the Agreement Between the Village of Bartlett and Z Hardware Co for the Provision of Financial Assistance in the Form of a Sales Tax Rebate) to the Consent Agenda.

Trustee Hopkins moved to amend the Consent Agenda by adding item 1 under the Planning & Zoning Committee (Resolution 2016-84-R, A Resolution Approving of the Agreement Between the Village of Bartlett and Z Hardware Co for the Provision of

Financial Assistance in the Form of a Sales Tax Rebate) in addition to the items already shown on the Consent Agenda and that motion was seconded by Trustee Carbonaro.

ROLL CALL VOTE TO AMEND THE CONSENT AGENDA
AYES: Trustees Camerer, Carbonaro, Deyne, Hopkins, Reinke
NAYS: None
ABSENT: Trustee Arends
MOTION CARRIED

Trustee Carbonaro moved to approve the Amended Consent Agenda and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA
AYES: Trustees Camerer, Carbonaro, Deyne, Hopkins, Reinke
NAYS: None
ABSENT: Trustee Arends
MOTION CARRIED

6. MINUTES - Covered and approved under the Consent Agenda.

7. BILL LIST – Covered and approved under the Consent Agenda.

8. TREASURER'S REPORT - None

9. PRESIDENT'S REPORT - None

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

11. TOWN HALL

Austin Hopkins, 944 Sandpiper Court
Mr. Hopkins stated that he was the President of the Horizon Townhouse Homeowners Association and he was there to bring to light some of the things that are going on within his neighborhood. He felt that things are deteriorating. Over the past year they have had loud music complaints, overnight parking on the streets, teenagers loitering, swearing in the village streets and criminal damage to property, fighting, gang activity, gang fights aggravated battery with mob action and gunshots as well as graffiti. He asked the Board and Police Department for help. He stated that the Police Department has been very helpful in the past few years but felt that they should all come together now and try to figure out a solution. He stated that as an association they have done as much as they legally can. Homeowners Associations are not made to deal with safety issues. He stated that he has reformed their rules and regulations. He wanted to form some kind of an agreement between the Homeowners Association and the Village. He stated that

residents did not want to call the police because they are scared of retaliation. He wanted to figure out a way to have a long term solution.

President Wallace stated that the Board received a response from the Police Department stating the assistance they have given them thus far. He agreed that they need to figure out a longer-term solution.

Chief Williams stated that it is a challenge and they have always been impressed with Mr. Hopkins and his willingness to work with them. He stated that they are encouraged with his leadership and maybe that can garner some more cooperation with a few more of the residents. That would be of pinnacle importance if they could get a few more points of contact who would be willing to be as cooperative as he is. He has every right to be frustrated.

Trustee Deyne stated that this cannot be unique to Bartlett. He was sure other communities are fighting this problem also.

Chief Williams stated that it is a high density neighborhood and it is socio economically very diversified and it's a dense population. It has those issues that come along with that. He stated that his staff is highly professional and highly creative. They do all types of undercover surveillance, meet and greets and a litany of other things. He said they could look at environmental design issues and talk about that. It is not just the police, a lot of the things are quality-of-life issues and there is a fine line between proactive policing and harassment. They have to walk that line so they will continue to be creative and professional and will never harass anyone. It will take a group effort and he was confident with Mr. Hopkins leadership that they could accomplish that.

Trustee Deyne stated that he has complete confidence that this will be headed in the right direction.

Jim Zay, Chairman, DuPage Water Commission

Mr. Zay stated that he was there this evening with his General Manager John Spatz. He stated that he was their General Manager for the last five years and prior to that spent 26 years with the City of Chicago. They were there this evening because the Village of Bartlett is considering a long-term sustainable water supply option. They are very interested in working with the Village to make them a part of the DuPage Water Commission. He stated that he is also their representative for the DuPage County Board and have worked well together on other projects such as stormwater and road projects and thought they could continue to do this with the DuPage Water Commission. They have been working with Christopher Burke and knows there is a personal relationship with a former staff member that works for JAWA. They just wanted to make sure that this was an open and transparent process and the decisions are made by the merits of the organizations for the best of the people of Bartlett.

They looked at the presentation and feel that some numbers and rates don't really show their present rates. They were here to talk about that and answer any questions from the Board. He stated that the DuPage Water Commission is a larger organization and supplies water to 25 municipalities, DuPage County who serves six areas and two member entities that serve seven areas. The DuPage Water Commission is the City of Chicago's largest customer and buys approximately 10% of their water. They pump about 70.4 million gallons of water per day or 26 billion gallons per year. They employ some of the top water utility professionals in the country. They have significant financial strength with the commission. They have an operating budget of $121 million and $154 million in reserves, as well as a $29.7 million capital reserves and $10.2 million in a long-term capital reserves. They no longer collect any sales tax. The DuPage Water Commission is totally debt free. They have decreased their operating budget for the fifth straight year and because of that they have lowered the water rate by 3% the last two years. They are one of the few government bodies which has made additional pension contributions and have fully funded their pension. They have no pension debt whatsoever. They have also restored a commission's reserves including a five year capital reserve which is fully funded for the next five years without adding any money to it at the present time. They have also established long-term capital reserves that will help replace critical infrastructure when it comes to the end of useful life. They have taken many steps in the short and long-term to provide water service to their customers and puts them in a good position to keep their water rates to a minimum into the future. He hoped the Village would decide to join them and become a member and enjoy the same benefits and rates that all of their customers do. They no longer have subsequent user rates, every customer pays the same rate at the commission. They paid their bonds off early so they no longer have bond payments. They welcome the Board to take a tour. They get their water from the Lexington pumping station right off of the Eisenhower and they have two lines that go there. They have all backup and emergency generators at the Lexington plant as well as the Elmhurst plant. He hoped that the Board would not rush into any agreement and takes a couple of options for Bartlett. Learning lessons from Flint Michigan that an investment in quality water is best and the most reliable source for the residents.

12. STANDING COMMITTEE REPORTS

A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Resolution 2016-84-R, A Resolution Approving of the Agreement Between the Village of Bartlett and Z Hardware Co. for the Provision of Financial Assistance in the Form of a Sales Tax Rebate was covered and approved under the Consent Agenda.

B. BUILDING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
Trustee Deyne stated that there was no report.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS
Trustee Arends stated that there was no report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO
Trustee Carbonaro stated that there was no report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER
Trustee Camerer stated that the Adopt-A-Highway Application for Girl Scout Troup 1245 was covered and approved under the Consent Agenda.

13. NEW BUSINESS

Trustee Camerer stated that when he was walking his neighborhood as a precinct committeeman he still had concern with certain streets about traffic and noise. He wanted to have a discussion about traffic calming devices. He knows that they have the portable speed radar devices, and indicated that he has been researching the radar generated signs that are solar powered and not mobile. They are put on the street and cars see them and slow down. He wondered how viable those options would be.

Administrator Salmons suggested they have a broader discussion on street calming. They have looked at that before and there are a number of things that can be done. She indicated that they could research the costs. The other two issues is that there is a proposal at the end of South Bartlett Road for a roundabout. While those could be expensive, it is one of the important things for street calming. Another thing is that the more narrow the street is, the slower the traffic will be. This could be something for a future agenda and give them an opportunity to update the information about traffic calming and take a look at it.

Trustee Camerer stated that these radar detecting cameras, which basically just slow the speed, slow down the traffic considerably. He understands that it will not stop the traffic but perhaps if it is slowed down the noise will not be as evident. He would like to have a deeper discussion on this.

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

15. ADJOURNMENT

President Wallace stated that the Board will be going into the Committee of the Whole meeting immediately following the close of this meeting.

There being no further business to discuss, Trustee Camerer moved to adjourn the regular Board meeting and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Camerer, Carbonaro, Deyne, Hopkins, Reinke
NAYS: None
ABSENT: Trustee Arends
MOTION CARRIED

The meeting was adjourned at 7:19 p.m.

Lorna Giless
Village Clerk

VILLAGE OF BARTLETT
COMMITTEE MINUTES
November 3, 2016

President Wallace called the Committee of the Whole meeting to order at 7:19 p.m.

PRESENT: Trustee Camerer, Carbonaro, Deyne, Hopkins, Reinke, and President Wallace

ABSENT: Trustee Arends

ALSO PRESENT: Village Administrator Valerie Salmons, Assistant Administrator Paula Schumacher, Interim Finance Director Todd Dowden, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Grounds Superintendent Kevin DeRoo, Police Chief Kent Williams, Village Attorney Bryan Mraz and Village Clerk Lorna Giless.

PLANNING & ZONING COMMITTEE

Bluff City Industrial Park – Acton Mobile

Community Development Director Jim Plonczynski stated that this was a petition and Dean Kelley, on behalf of Bluff City LLC is representing them. The property is located in our Bluff City Industrial Park, in the internal part of the park. They would like to amend their preliminary PUD plan to allow for outdoor truck and trailer storage on a 10 acre parcel of land that previously had been dedicated for a concrete plant. Dean has entertained a contract with Acton Mobile Trailer corporation that would like to lease the space. He would like to amend his general site plan and allow for Acton to take over the west end of the property and to also include some outdoor truck and trailer storage on the east half of the 10 acre parcel of land. To do that he needs to amend his preliminary PUD plan and get a special use for revising the PUD. He would also like to clean up the property and add some landscaping. They are looking forward to moving this on to the Plan Commission.

Trustee Reinke asked how the land was being used today?

Dean Kelley stated that on the Acton parcel, Bluff City Materials has a maintenance facility and storage. They have secured another location in Elgin to move those operations and they also have some storage on the 10 acre parcel that they will consolidate into 5 acres, screen it a little better, clean it up. Acton will store and repair construction trailers inside the building and store the trailers outside. They are the typical office mobile trailers. He stated that this will have very little traffic impact.

Trustee Hopkins asked if they could talk a little bit about dedicating Graham Street.

Mr. Plonczynski stated that you have a confluence of two counties. Graham Street is fully improved and is a typical industrial park road. As it transitions into the Kane County

portion it becomes a driveway. There is a long-term plan in possibly realigning this road and coming out at a better location at Route 25, but it really is just a driveway at this point. It needs to be upgraded to our industrial park standard before they would accept it with storm sewer, etc.

Trustee Hopkins asked if any other businesses use that right-of-way?

Mr. Kelley stated that Welch Bros. uses it as well as some of their other users in Bluff City Industrial Park. They really have not talked about it but he did not see a need to upgrade. It would not be a benefit to them to upgrade at this point.

Attorney Mraz stated that under the underlining annexation agreement, it allowed them to keep that as a private drive. That was one of the terms since it was between their piece and the Welch piece. It is a secondary private access.

Trustee Hopkins asked if it is not a right-of-way for the Village, are there any problems that could occur from a Village standpoint.

Mr. Plonczynski stated "no", in terms of the use of it. He pointed out that Acton is going to increase some of the storm water detention. They have had some issues with ponding which is in unincorporated Kane County. If this were ever to be dedicated, they would like to make sure that this access road comes out in a better location on Route 25. The better route would be Kenyon Road which has a traffic signal.

Attorney Mraz stated that he was not concerned from a liability standpoint since it was a private road and they wouldn't really want it dedicated until it was built to our standards. As it stands, there is nothing to compel them to upgrade the road surface itself.

FINANCE & GOLF

2016 Proposed Property Tax Levy

Acting Finance Director Todd Dowden presented the 2016 proposed property tax levy. He stated that there are three reasons why they levy taxes and that is for the general fund with general expenses, the general obligation bonds, and the police pension fund. The state divides it between the three counties that we are in as follows: 38% in Cook, 61% in DuPage and 2% in Kane. The beginning of the levy starts with the budget that was approved for May 1st and this is to fund that budget. Once we approve the levy, the counties collect the money and they receive it next year for the 2016/17 budget. The general corporate levy remains the same as last year with $6,433,094. The police pension levy will increase $102,000 bringing it to a total of $1,254,636 (this is to keep us on track for the required funding). The debt service levy will be the same as last year or

$1,680,335. The total increase over last year's extension is approximately $8,000 or 0.09%. A big part of our levy is the proposed debt service levy and abatements. The 2007 GO bonds for the fire station, the 2009 GO bonds were for refunding for street projects, Village Hall and water meters. The 2012 GO bonds were for the streets project. The $80,163 that is being abated from the fire station bonds is $29,880 from the TIF District and $50,283 from the Fire District that kicks in for the portion that is outside the Village boundary. The second abatement in the amount of $220,289 is just the remainder to keep the total levy flat. Again, the total levy is the same as last year at $1,680,335. He went over a history of the EAV and stated that the estimated is $1,022,397,743 and they are estimating that that will be up about 6.72%. Other communities that have been assessed last year were up about 12% so we are estimating the same. They are estimating about 4% for DuPage County. He spoke about the estimated tax rate for Cook County of which is anticipated to decrease by 11.06 cents. The estimated tax rate for DuPage County is anticipated to drop 2.9 cents. The overall EAV estimate for 2016 assumes that EAV will increase by 6.72%. In DuPage County, the estimate for EAV is an increase of 4%. The estimate for Cook County assumes a 12% increase in EAV (2016 is a tri-annual assessment year).

Trustee Reinke asked if moving forward, they will see increases in the police pension obligations along these lines.

Mr. Dowden stated that they get money from three different areas - the police officers contribute a part of their salary, investment income and property tax levy. He stated that the rate of return last year was only 4.5% and the assumed rate is 7.25%. Since they did not meet that they fell short and that is why they had to pick up a little bit more on the contribution side from the taxes. He stated that they are doing good and right now the new calculation is 77% funded.

Trustee Hopkins asked if they were going to levy any amount for the Northwest Mosquito Abatement District.

Mr. Dowden stated that the figures he presented did not take that into account.

Attorney Mraz stated that this was a previous discussion regarding the Cook County portion of the Village is double taxed in the sense that they pay taxes to the Northwest Mosquito Abatement District. Although it is not levied separately, it is part of the budget, and what was in the budget was roughly $72,000 to pay Clarke for services they provide in DuPage County. He wrote a memo relative to the statute, relative to the abatement of taxes. The statute shows that you would levy an additional $44,085. There are 8,300 taxpayers in DuPage County and 5,785 in Cook. The statute says that they shall abate taxes. He has met with the Cook County Clerk's office and the problem is that, practically speaking, they can't do it. They would have to abate on a pin by pin basis and their program does not allow for this calculation. They have a 40-year-old

mainframe and are in the process of upgrading their computer system. The most that they have ever processed for an abatement in 2004, the Chicago Housing Authority. They talked about rebates from the Village. This would be a burden on the Village and they would need manpower to address those issues. He did not advise staff to add the additional $44,085 to the levy. He was reluctant to write a check to the Northwest Mosquito Abatement District for $44,085 in the expectation that the taxpayers will not see it. If there is an abatement, there will not see a check to the taxpayers. Apparently, it will show on a tax bill, but would show zero dollars. It is not a good solution. The alternative is to process some kind of rebate from the Village.

Trustee Hopkins stated that he thought they needed to do something because right now we are in violation of the Illinois Statute and they need to address this issue. It starts with writing a check to Northwest Mosquito Abatement District and the burden is on them.

President Wallace stated that before they do that he would like to know if the entire Board supports this. He has heard that other Board members are not behind this. It can't just be one Board member wanting to do this. He suggested them doing a straw pull before they direct anyone to change the abatement.

Trustee Hopkins asked if he interpreted this as being in violation.

Attorney Mraz stated "no", he didn't think it was a violation. He thought there was an argument that they are in violation. He did not feel that they were in violation but it sets up a process that we could abide by and it would put the burden on the other taxing bodies. He hated to pay out $44,000 and not accomplish what he is hoping to see.

President Wallace stated that if we are not in violation then the cost to cure this is potentially going to cost the taxpayers more money than what the actual expense is.

Trustee Hopkins stated that he didn't believe that was accurate at all. It is not our burden, it is on Northwest Mosquito Abatement.

President Wallace stated that the attorney verifies that sending them a check would be futile. He again suggested a straw pull to decide if the majority of the Board wants to continue discussions.

Trustee Reinke asked if there was a way to credit the Cook County tax levy.

Attorney Mraz stated that their district and their boundaries are bigger than the Village of Bartlett in Cook County. Any credit goes district wide and not to the portion of Bartlett. He stated that we could not abate on our tax levy because you cannot abate for half; you must abate for the whole Village and we are in three counties.

Trustee Reinke stated that you would then have 5,000 property owners coming to the Village Hall proving that they paid their property tax bill and asking for a check to be cut. He agreed that putting anything in the water bill would be a nightmare.

Attorney Mraz stated that you could do that and perhaps not everyone would come in for the $5 to $10.

Trustee Hopkins stated that some businesses are paying hundreds of dollars.

Trustee Reinke stated that he was behind him when it comes to the double taxation issue, but it just sounds like it would be so problematic for the staff. He agreed that it should be the burden of the Mosquito Abatement District. If we send them the $44,000 and they sit on it and do nothing then what are we going to do?

Attorney Mraz stated that they are looking at two options: Write a check to the Northwest Mosquito Abatement District and trust that the County Clerk can figure out how to get this done or the Village process the rebate of which you would have to factor in the manpower and the cost of doing that.

President Wallace stated that neither one of these has anything to do with our levy right now.

Trustee Deyne asked what the $44,000 equates to per taxpayer?

President Wallace stated that if you take 5,600÷$44,000 it comes to about $8 but that could vary depending upon parcel size. For homeowners it will be between $5 and $10 per year and for businesses it may be a couple hundred dollars.

Trustee Hopkins asked if they were going to write the check?

President Wallace stated "no", that is not decided at Committee meetings.

Trustee Hopkins stated that he will be voting "no" on the levy if that is not included.

PUBLIC WORKS

Water Study

Administrator Salmons stated that this is a process that has been going on for several years. Last January, the Board selected a long-term option and it was not DuPage and it was not JAWA – it was Elgin-100%. They made that decision based on contractual negotiations with the then city manager and it was a very positive contract for us. The Board instructed them to get the contract and bring it back. They have spent the last frustrating year trying to do just that. Elgin has new staff and there was incremental additional items that were to be put in the contract that were not there with the original contract or the negotiated contract. These changes were new and the Board did not get to see them and more importantly, not reasonable. It was anything from additional studies that were very lengthy and expensive and we did not believe were our responsibility; minimum usage which we have never had and those things can be very problematic in the future of a 30 year contract. There were a number of those kinds of things and she finally decided that we needed to come back to the Board and look at other options. What has happened during that interim, fortunately, other options have morphed a little bit. We have DuPage that has new numbers and new ideas and are very much in the running and JAWA has reduced the rates, again. There are a lot of pros and cons on each option and she is hoping they can go through it again. A lot of it is information that the Board has seen but they want to highlight the changes in what we believe are two very important remaining options. We now have the consideration of time frames which we did not have last time. She doesn't think that Elgin would turn us off since we still represent some important revenue, but we are supposed to be out of there in 2019. Certainly, an additional element of our consideration is the ability to get the pipes in the ground and turn it on. Having said that upfront, she asked Dr. Burke to tell them what is different.

Dr. Christopher Burke from Christopher B. Burke Engineering stated that they were directed to work with Elgin and there has been a number of things that have transpired. There was originally an agreement that they would not put a surcharge if they purchased 100%. They also talked about fixing the annual rate of increase and that was taken off the table. There were also questions about the minimum. They wanted the Village to agree to always take more and more water which is a slippery slope since we are seeing water conservation measures; and also assess a second point of connection. When we were finalizing the agreement they wanted to make sure where it was and there was a lack of specificity as to where that would be. In order to get that answer, there was going to be an $80,000 expenditure on behalf of the Village to get that analysis done. It was something that the Village was not interested in. In the middle of this, there was a taste and odor issue that came up from June 13th through mid-July. In order to mitigate the problem they went ahead and started using their wells. Prior to

that, we only had one other incident like that in 2013 and prior to that it has been a couple of decades. Their perspective was, it may be an anomaly.

They then began meeting with JAWA. They confirmed their submitted 2015 proposal which was $5.60/1,000 gallons was still available. They reported that the City of Chicago had not increased the rate in July 2016 and talked about their agreements and where they were with the rate increase. That was the one issue, at the time, that put concern in some of the Board members. In October 2016, there was additional information provided by their executive committee that reduced the Bartlett rate to $5.40 per 1,000 gallons from a previous $5.60 per 1,000 gallons and they said that they would finance a portion of the water main improvements that are necessary to hook them up to JAWA. The Village would have to do some internal improvements but the portion of the improvements that brings in their water were going to be financed and added to the bill. This equates to about $16.9 million.

They have also met with the gentlemen that are here today. Chair and Commissioner Zay met them along with Mr. Spatz and they identified the opportunity to finance the buy-in fee and include that with the water rate. They estimate that to be 30 years at 0% interest. They are consistent with how they handle all of the communities and there is no mixing of groundwater, well water and Lake Michigan water. The 50-50 option would not be an option. Mr. Zay already spoke about the benefits they offer and the relationship they have with the City of Chicago being the largest customer. They also indicated that the buy-in fee would be $4.80 plus $0.38 which is financing, and you will see $5.18 on subsequent charts.

Dr. Burke presented the attached comparison presentation. He stated that it was provided to all three of the water providers and asked for their comments. They wanted to make sure that everyone knew how they got to the numbers that were presented here today. The issue here is that the Board now has two extremely viable, identical options for water and almost identical rates.

Trustee Camerer stated that if they were to pursue a 50/50 Elgin/JAWA split, they would not have to bring in a second connection for Elgin so they would save considerable money with that.

Dr. Burke stated that they would still have that first connection which would be increased and construct one leg of the JAWA line.

President Wallace stated that if the algae bloom comes up again, will we be able to shut off Elgin and go 100% JAWA?

Dr. Burke stated probably not because you can't force all of the water in on one line and pressurize the entire Village system. That is the downside of going 50-50.

The Board discussed having a 50-50 water supply and the problems associated with co-mingling and the fact that every resident does not have the same quality water supply.

Administrator Salmons stated that we have an emergency connection with Elgin now and they will be getting another one with Streamwood soon.

The board discussed fluctuations with the cost of construction.

Mr. Zay stated that after 30 years part of their cost, the buy-in cost, goes away. He felt that they were not comparing apples to apples. JAWA also has a buy-in cost if you want to be one of their members. If you are making a long term commitment, be part of an organization, have a say, have a vote. It may cost you a little more upfront but you would be part of our organization and have a right to the water. Wouldn't you want to have a say if rates are changing? Theres is simple because whatever everyone else is paying into DuPage, is what you are going to pay.

Trustee Camerer stated that one of the problems with JAWA is that they don't have an option to be a member.

Administrator Salmons stated that they have never had the ability to be a full member and have voting rights with JAWA. They knew from the very beginning that they would never have the ability to do that. They had the buy-in fee in place during the first review over a year and half ago and they have subsequently waived the buy-in fee which has no impact on being a member.

Dr. Burke stated that his figures for JAWA did not include the buy-in fee which would have to prorate the $14 million over 30 years and this would be a minimum of $0.38 per thousand gallons more than what was presented if they agreed to the 0% financing. He reiterated that after the 30 years the fee would go away and you would have a reduction in the rate.

The Board agreed that they would continue this discussion at the next Committee meeting to allow representation from the other suppliers.

Administrator Salmons clarified that the Village has been open about these discussions over the last three years and they have probably had fifteen Public Hearings and meetings. They have provided the same information, at the same time, to everyone since the beginning.

There being no further business to discuss, Trustee Camerer moved to adjourn the Committee of the Whole meeting and that motion was seconded by Trustee Hopkins.

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Camerer, Carbonaro, Deyne, Hopkins, Reinke
NAYS: None
ABSENT: Trustee Arends
MOTION CARRIED

The meeting adjourned at 8:42 p.m.

Lorna Giless
Village Clerk

LG/

VILLAGE OF BARTLETT

POTABLE WATER STUDY UPDATE

NOVEMBER 3, 2016

New Information since Last Potable Water Supply Update

- **Elgin**
  - Negotiations with Elgin remain on-going
    - Questions over minimum take requirements
    - Questions over identifying point of connection for 2nd connection
  - Elgin experienced algae blooms that caused taste and odor issues from 6/13/2016 through mid July 2016
    - Elgin used wells during period to reduce problem
    - Last reported taste and odor occurrence – 2013
    - Previous worst taste and odor event – 1996 – 3 week duration

New Information since Last Potable Water Supply Update

- **NSMJAWA**
  - Met with NSMJAWA
    - NSMJAWA confirmed the June 2015 proposal ($5.60 per 1,000 gallons) is still available to Bartlett
    - NSMJAWA reported City of Chicago had 0% rate increase 7/1/2016
    - NSMJAWA reported they are negotiating new 15 year agreement with City with 3 optional 10-year extensions
    - NSMJAWA reported that current City ordinance limits rate increase caps to lesser of CPI or 5%

New Information since Last Potable Water Supply Update

- **NSMJAWA**
  - Information from Oct. 26, 2016 NSMJAWA's Executive Committee Meeting
    - NSMJAWA reduced proposed Bartlett rate to $5.40 per 1,000 gallons (previously $5.60 per 1,000 gallons)
    - NSMJAWA indicated that NSMJAWA would finance the cost of NSMJAWA improvements with repayment by Bartlett added to NSMJAWA's bills (NSMJAWA's improvements capital costs are estimated at $16.9 million of the NSMJAWA estimated total capital cost of $33.6 million in $2014)

New Information since Last Potable Water Supply Update

- **DuPage Water Commission (DWC)**
  - Met with DuPage Water Commission
    - DWC confirmed that Bartlett would have to become a member to be served
    - A buy-in fee would be required to become member ($13-16 Million), DWC indicated that they would be open to pro-rating the buy-in fee over 30-years at 0% interest (this would require DWC board approval)
    - The 50-50 option would NOT be considered by DWC
    - DWC indicated they have paid off all outstanding debt
    - DWC indicated that DWC automatically receives the same favorable terms in any new water purchase agreements negotiated with other suppliers and also indicated that the City's rate increase ordinance applies to DWC

New Information since Last Potable Water Supply Update

- **DuPage Water Commission (DWC)**
  - Met with DuPage Water Commission
    - DWC indicated their current rate is $4.80 per 1,000 gallons
      DWC's current rate + Estimated buy-in fee (as a rate) is
      $4.80 + $0.38 = $5.18 per 1,000 gallons
    - Updated calculations of Bartlett's projected 2019 rates shows DWC as a competitive alternative (significant changes result from earlier projections from pro-rating the buy-in fee and from DWC's stabilized rates over recent years)
    - DWC has two connections to the City of Chicago water system
    - DWC indicated they have a funded 5-year capital plan

ALTERNATIVES SHORT LIST

	PROJECTED 2019 BARTLETT RATE (SEE NOTES)	
	AT 3.2 MGD ADF	*AT 3.9 MGD ADF*
100% ELGIN [2ND CONNECTION BUILT UP FRONT]	**$11.70 - $12.30**	**$10.60 - $11.20**
100% NSMJAWA[1]	**$13.10 - $13.80**	**$11.90 - $12.50**
100% DUPAGE WATER COMMISSION	**$13.20 - $13.80**	**$12.00 - $12.50**
50-50 ELGIN-NSMJAWA[1]	**$11.60 - $12.30**	**$10.70 - $11.30**

[1] *Updated Oct. 27, 2016 for NSMJAWA's proposed Bartlett rate of $5.40 per 1,000 gallons*

ALTERNATIVES SHORT LIST

	PROJECTED 2019 BARTLETT RATE (SEE NOTES)		
	CURRENT PROJECTED VALUES	JANUARY 5, 2016 BOARD UPDATE PROJECTED VALUES	VALUES PRESENTED TO BOARD IN 2014
100% ELGIN [2ND CONNECTION BUILT UP FRONT]	**$10.60 - $12.30**	**$11.10 - $11.60**	$10.50
100% NSMJAWA[1]	**$11.90 - $13.80**	**$12.00 - $12.90**	$14.80
100% DUPAGE WATER COMMISSION	**$12.00 - $13.80**	N/A [NOT INCLUDED]	$15.10
50-50 ELGIN-NSMJAWA[1]	**$10.70 - $12.30**	**$10.90 - $11.60**	N/A [NEW ALTERNATIVE]

[1] *Updated Oct. 27, 2016 for NSMJAWA's proposed Bartlett rate of $5.40 per 1,000 gallons*

Pros & Cons of Alternatives Summary

	100% Elgin [2nd Connection Built Up Front]	100% NSMJAWA[2]	100% DWC	50-50 Elgin-NSMJAWA[2]
2019 Projected Bartlett Rate	$10.60 - $12.30	$11.90 - $13.80	$12.00 - $13.80	$10.70 - $12.30
Capital Improvements ($2014)	$21.3 Million	$33.6 Million[3]	$37.8 Million	$17.0 Million[4]
Current Water Purchase Rate[5]	$5.65 per 1,000 gal	$5.40 per 1,000 gal	$5.18 per 1,000 gal	$5.53 per 1,000 gal
Source Water	Fox River	Lake Michigan	Lake Michigan	Fox River / Lake Michigan
Source Redundancy	--	--	--	2 Independent Sources
All Residents Receive Same Source Water	Yes	Yes	Yes	No
Sustainable	Yes	Yes	Yes	Yes
Soft Water	Yes	Yes	Yes	Yes
Risk of Algae Blooms	High[1]	Low	Low	High for Elgin[1] Low for JAWA

[1] *Could be likely to repeat at unknown & unpredictable intervals*
[2] *Updated Oct. 27, 2016 for NSMJAWA's proposed Bartlett rate of $5.40 per 1,000 gallons*
[3] *NSMJAWA willing to finance estimated $16.9 million of total capital cost of $33.6 million*
[4] *NSMJAWA willing to finance estimated $7.2 million of total capital cost of $17.0 million*
[5] *Includes Elgin surcharge at 1.25 and estimated DWC buy-in fee (as a rate) – 50-50 alternative assumes 50% from Elgin 50% from NSMJAWA*

100% ELGIN

[2ND CONNECTION BUILT UP FRONT]

CONS

- 2nd Connection Point has not been confirmed by Elgin – Capital cost for 2nd connection are based on an assumed connection point
- Fox River source is believed to be more susceptible to algae blooms than Lake Michigan water - Algae blooms are likely to repeat at an unknown and unpredictable frequency - Occurrences may be dependent on climate conditions
- Elgin does not have an ordinance limiting rate increases

100% NSMJAWA

+1.7% **-6.1%**[2] **$5.40**

- **NSMJAWA is willing to finance the NSMJAWA capital improvements needed to supply Bartlett[2]**
- **NSMJAWA's membership is governed by only their (municipal) members[2]**
- **For the 100% NSMJAWA alternative, Bartlett would have 2 separate transmission mains connected to NSMJAWA[2]**

CONS

- **Village would not be a voting member of NSMJAWA**
- **NSMJAWA has outstanding debt obligations**
- **Chicago could change City's ordinance that limits rate increases**

[1] *Comment received from NSMJAWA review of presentation*

[2] *Revised from information received from NSMJAWA after Oct. 26, 2016 NSMJAWA Executive Committee Meeting*

100% DuPage WC

$0.22

$0.47 [2]

CONS

- Only alternative that requires a buy-in fee
- Alternative with highest estimated capital cost
- Long distance connection
- Chicago could change City's ordinance that limits rate increases

[1] *Comment received from DWC review of presentation*

[2] *Revised from information received from NSMJAWA after Oct. 26, 2016 NSMJAWA Executive Committee Meeting*

50-50 ELGIN-NSMJAWA

- NSMJAWA is willing to finance the NSMJAWA capital improvements needed to supply Bartlett[1]
- NSMJAWA's membership is governed by only their (municipal) members[1]

CONS

- Village residents would NOT all receive same source water
- Part of Village receiving Elgin Fox River water is believed to be more susceptible to effects from algae blooms
- A reduction of Elgin's multiplier would NOT be anticipated
- Village would not be a member of NSMJAWA
- NSMJAWA has outstanding debt obligations

[1] *Revised from information received from NSMJAWA after Oct. 26, 2016 NSMJAWA Executive Committee Meeting*

NOTES FOR NOVEMBER 3, 2016

-- SEC DISCLAIMER TO BE PROVIDED --

1. Rates were calculated for **Annual Volume of Purchased Water at 3.2 MGD average day and 3.9 MGD** average day. The most recent years' Annual Volume of Purchased Water has been relatively stable around 3.2 MGD average day. Prior rate calculations assumed 3.9 MGD water purchase for 2019.
2. **Base Water Purchase Rates and Water Purchase Inflation Values** were updated for a base year of 2016 and the current water rates charged by Elgin, JAWA and DWC. Inflation values for the (low) and (high) bracketing were used at 2% and 5% to reflect the City's ordinance that applies to Lake Michigan providers' of either CPI or 5% maximum. Over the past few years Elgin has held rates stable therefore the same 2% to 5% inflation bracket was used for Elgin's rate increases.
3. **Elgin Multiplier** was not changed from previous assumptions; 1.15 for the 100% Elgin Alternative and 1.25 for the 50-50 Alternative.
4. **Capital Cost**. All Alternatives include storage costs for 3.0 Million Gallons of ground storage and 1.0 Million Gallons of elevated storage. The base cost estimate year (2014) was not changed and the projected construction year (2018) was not changed. The previous assumed inflation factor of 3.5% was not changed. The cost for the Lake Street Pump Station upgrade was increased from $275,000 to $550,000 consistent with the most recent estimates for those improvements.
5. **Transmission Main for 2nd Elgin Connection** was assumed to be at Route 25 and Bluff City Blvd consistent with previous assumptions and rate estimates. Elgin has not verified the assumed 2nd connection location. A longer transmission main, if required, will increase the estimated rate projections for the 100% Elgin Alternative.
6. **Debt Service Cost.** The parameters provided by the Village (20-year term, 6% interest) were used to estimate annual debt repayments.
7. **WRT Early Termination.** $475,000 was used for all alternatives.
8. **Storage Volume** has not been adjusted to reflect if the older tanks (Kent & Oneida) are to be decommissioned.
9. **O&M Cost** (without water purchase) have remained at a value of $2.9 million for all alternatives for 2019.
10. **DWC Buy-In Fee** was assumed to be pro-rated over 30 years at 0% interest.
11. **NSMJAWA Financing and Repayment** of NSMJAWA capital costs were calculated using same term and interest rate for debt service cost as listed in Note 6.

NOTES FROM JANUARY 5, 2016

-- SEC DISCLAIMER TO BE PROVIDED --

100% Elgin – [Near Term – Phasing out Wells]:

[1] *2019 Elgin Water Purchase assumed at average of 3.0 million gallons per day (MGD).*

[2] *Range for Elgin 2019 Residential Rate (before surcharge) calculated at 3.4% - 4.6% annual increases from 2014 actual residential rate reflecting the "10 year" and "life of contract" average annual rate increases respectively.*

[3] *Elgin Surcharge Multiplier assumed at 1.15 for an average purchase of 3.0 MGD as shown on the Elgin Surcharge Multiplier Chart.*

[4] *Capital Cost (to 2019) of 100% Elgin – [Near Term – Phasing out Wells] Alternative is estimated at $5.7 million in $2014 from facilities and costs discussed and presented at the 2014 Board Presentations and in the 2014 Potable Water Study report.*

[5] *$2014 Capital Cost inflated to $2018 at 3.5% per year*

[6] *Debt service costs for capital costs estimated as 20 year loan repayment at 6% annual interest.*

[7] *Bartlett 2019 Water Fund Operating Cost (not including water purchase cost) estimated at $2.9 million.*

[8] *Rate calculations assume that 85% of water purchased is billed.*

100% Elgin – [2nd Connection Built Up Front]:

[9] *2019 Elgin Water Purchase assumed at average of 3.9 million gallons per day (MGD).*

[10] *Range for Elgin 2019 Residential Rate (before surcharge) calculated at 3.4% - 4.6% annual increases from 2014 actual residential rate reflecting the "10 year" and "life of contract" average annual rate increases respectively.*

[11] *Elgin Surcharge Multiplier assumed at 1.15 for an average purchase of 3.9 MGD as shown on the Elgin Surcharge Multiplier Chart.*

[12] *Capital Cost (to 2019) for 100% Elgin – [2nd Connection Built Up Front] Alternative is estimated at $18.5 million in $2014 from facilities and costs discussed and presented at the 2014 Board Presentations and in the 2014 Potable Water Study report.*

[13] *$2014 Capital Cost inflated to $2018 at 3.5% per year*

[14] *Debt service costs for capital costs estimated as 20 year loan repayment at 6% annual interest.*

[15] *Bartlett 2019 Water Fund Operating Cost (not including water purchase cost) estimated at $2.9 million.*

[16] *Rate calculations assume that 85% of water purchased is billed.*

100% NSMJAWA:

[17] *2019 NSMJAWA Water Purchase assumed at average of 3.9 million gallons per day (MGD).*

[18] *Per NSMJAWA 6/22/15 presentation to Bartlett, NSMJAWA proposes a water selling rate of $5.60 per 1,000 gallons to Bartlett through Year 2016.*

[20] *Per NSMJAWA 6/22/15 presentation to Bartlett, City of Chicago Ordinance currently limits Chicago rate increases to NSMJAWA to the lessor of the Consumer Price Index or 5%. It is assumed that NSMJAWA future rate increases to Year 2019 to Bartlett would be at the same % rate increase that City of Chicago imparts to NSMJAWA.*

[21] *NSMJAWA selling rate to Bartlett projected to 2019 rates using (as indicated in Note 20):*

- *2% average annual increases representative of current CPI values, and*
- *5% per upper limit.*

[22] *Capital Cost of Alternative 4 is estimated at $29.9 million in $2014:*

- *$13.0 million for Bartlett's facilities and costs discussed and presented at the 2014 Board Presentations and in the 2014 Potable Water Study report, and*
- *$16.9 million for JAWA's facilities from JAWA's estimates in the NSMJAWA 6/22/15 presentation to Bartlett.*

[23] *$2014 Capital Cost inflated to $2018 construction costs at 3.5% per year*

[24] *O&M Base Costs and predicted inflation to 2019 estimated at $2.9 million (without water purchase cost) as presented in 2014*

[25] *Debt service costs for capital costs estimated as 20 year loan repayment at 6% annual interest.*

[26] *Rate calculations assume that 85% of water purchased is billed.*

New Alternative – 50/50 Elgin/NSMJAWA – (New Alternative Proposed By NSMJAWA):

[27] *NSMJAWA proposed a new Alternative during the 6/22/15 presentation to Bartlett that would be a combined Elgin and NSMJAWA supply for Bartlett. The Table values assume 50% of Bartlett's supply would be from Elgin and 50% would be from NSMJAWA. The Elgin/NSMJAWA Alternative would require a new agreement with Elgin and an agreement with NSMJAWA*

[28] *2019 Combined Elgin/NSMJAWA Water Purchase assumed at average of 3.9 million gallons per day (MGD).*

[29] *Per NSMJAWA 6/22/15 presentation to Bartlett, NSMJAWA's proposed water selling rate is $5.60 per 1,000 gallons to Bartlett through Year 2016.*

[30] *Per NSMJAWA 6/22/15 presentation to Bartlett, City of Chicago Ordinance currently limits Chicago rate increases to JAWA to the lessor of the Consumer Price Index or 5%. It is assumed that NSMJAWA future rate increases to Year 2019 to Bartlett would be at the same % rate increase that City of Chicago imparts to NSMJAWA.*

[31] *NSMJAWA selling rate to Bartlett projected to 2019 rates using (as indicated in Note 30):*

- *2% average annual increases representative of current CPI values, and*
- *5% per upper limit.*

[32] *Elgin selling rate to Bartlett projected to 2019 rates using*

- *1.25 Surcharge Multiplier and 3.4% average annual increases (see Note 10 and Elgin Surcharge Multiplier Chart), and*
- *1.25 Surcharge Multiplier and 4.6% average annual increases (see Note 10 and Elgin Surcharge Multiplier Chart)*

[33] *Capital Cost of the 50/50 Alternative is estimated at $13.0 million in $2014:*

- *$5.8 million for Bartlett's facilities from the facilities and costs from values used for facilities in the 2014 Board Presentations and in the 2014 Potable Water Study report, and*
- *$7.2 million for NSMJAWA's facilities from NSMJAWA's estimates in the NSMJAWA 6/22/15 presentation to Bartlett.*

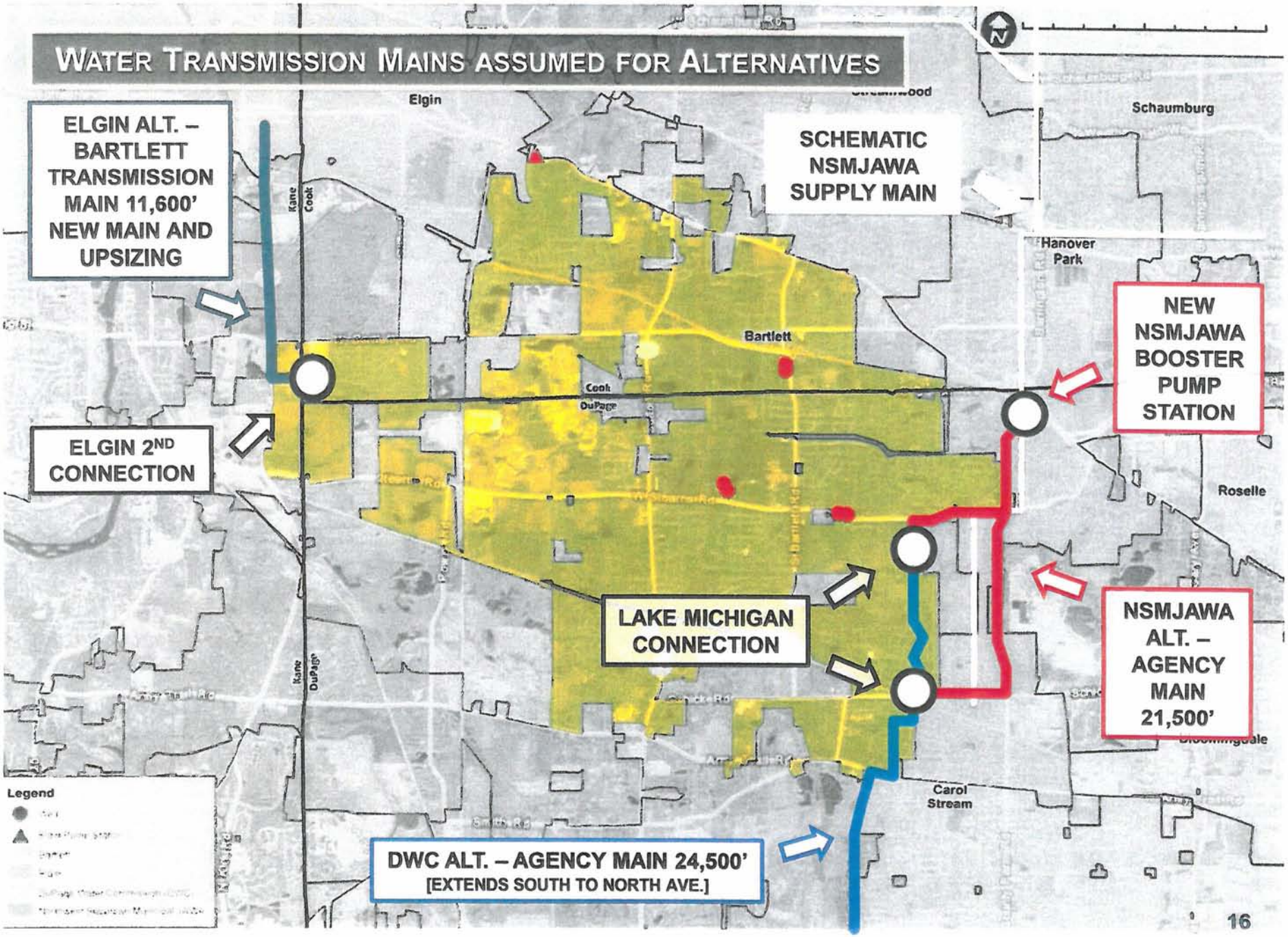
[34] *$2014 Capital Costs inflated to $2018 construction costs at 3.5% per year*

[35] *O&M Base Costs and predicted inflation to 2019 estimated at $2.9 million (without water purchase cost) as presented in 2014*

[36] *Debt service costs for capital costs estimated as 20 year loan repayment at 6% annual interest.*

[37] *Rate calculations assume that 85% of water purchased is billed.*

[38] *Elgin's engineering consultant EEI, performed an independent review of the 2019 rate projections for the 100% Elgin, 100% NSMJAWA, and 50-50 Alternatives and reported to be a "very close" match of the projected rates.*


WATER TRANSMISSION MAINS ASSUMED FOR ALTERNATIVES
ELGIN ALT. – BARTLETT TRANSMISSION MAIN 11,600' NEW MAIN AND UPSIZING
ELGIN 2ND CONNECTION
SCHEMATIC NSMJAWA SUPPLY MAIN
NEW NSMJAWA BOOSTER PUMP STATION
LAKE MICHIGAN CONNECTION
NSMJAWA ALT. – AGENCY MAIN 21,500'
DWC ALT. – AGENCY MAIN 24,500'
[EXTENDS SOUTH TO NORTH AVE.]
Elgin
Schaumburg
Hanover Park
Bartlett
Roselle
Carol Stream
Legend
16

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 11/15/2016

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - NOV 16	256,698.34
**	1 DEARBORN NATIONAL	MONTHLY INSURANCE - NOV 2016	2,747.57
		INVOICES TOTAL:	**259,445.91**

1100-VILLAGE BOARD/ADMINISTRATION

530115-SUBSCRIPTIONS/PUBLICATIONS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	CHICAGO TRIBUNE SUBSCRIPTION	45.37
		INVOICES TOTAL:	**45.37**

532200-OFFICE SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	COMPUTER SOFTWARE/SUPPLIES	223.05
	1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	52.50
	1 MINUTEMAN PRESS	HEALTH DEPT INSPECTION FORMS	74.00
	1 WAREHOUSE DIRECT	ENVELOPES/CD-RW DISCS	119.42
		INVOICES TOTAL:	**468.97**

541600-PROFESSIONAL DEVELOPMENT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	ILCMA MEETING FEE	35.00
	1 EDWARD DRELLACK	CONFERENCE EXPENSES	218.70
		INVOICES TOTAL:	**253.70**

543101-DUES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	MEMBERSHIP RENEWALS	260.00
		INVOICES TOTAL:	**260.00**

543900-COMMUNITY RELATIONS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	POLE WRAP/PRIDE IN OWNERSHIP	461.13
**	1 SAM'S CLUB	ICE MACHINE/FOOD PURCHASES/SUPPLIES	74.66
		INVOICES TOTAL:	**535.79**

543910-HISTORY MUSEUM EXPENSES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	MUSEUM SUPPLIES	329.11
**	1 SAM'S CLUB	ICE MACHINE/FOOD PURCHASES/SUPPLIES	23.31
		INVOICES TOTAL:	**352.42**

** Indicates pre-issue check.

546900-CONTINGENCIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	UPS/ARTS IN BARTLETT	1,395.80
	1 COMCAST	VPN SERVICE	8.45
		INVOICES TOTAL:	**1,404.25**

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 BRYAN E MRAZ & ASSOC PC	PROFESSIONAL SERVICES	22,004.00
	1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
	1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
		INVOICES TOTAL:	**24,929.00**

546900-CONTINGENCIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 LYNN M EVANS	REPORTING SERVICES	608.00
		INVOICES TOTAL:	**608.00**

1400-FINANCE

523110-LEGAL PUBLICATIONS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 EXAMINER PUBLICATIONS INC	LEGAL PUBLICATION	90.00
	1 EXAMINER PUBLICATIONS INC	LEGAL PUBLICATION	90.00
	1 EXAMINER PUBLICATIONS INC	LEGAL PUBLICATION	102.00
		INVOICES TOTAL:	**282.00**

530115-SUBSCRIPTIONS/PUBLICATIONS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 EXAMINER PUBLICATIONS INC	TREASURER'S REPORT	1,503.00
		INVOICES TOTAL:	**1,503.00**

532200-OFFICE SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	POSTAL LABELS	109.99
**	1 SAM'S CLUB	ICE MACHINE/FOOD PURCHASES/SUPPLIES	29.74
	1 SHI	MICR-TONER CARTRIDGE	304.99
	1 WAREHOUSE DIRECT	PAPER/TRASH BAGS/SUPPLIES	201.34
		INVOICES TOTAL:	**646.06**

532300-POSTAGE

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	19.98

** Indicates pre-issue check.

	INVOICES TOTAL:	**19.98**

1500-COMMUNITY DEVELOPMENT

530100-MATERIALS & SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	WAREHOUSE DIRECT	APPT BOOKS/SUPPLIES	198.98
		INVOICES TOTAL:	**198.98**

542100-REBATES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	WELCH BROS INC	FINAL SALES TAX REBATE	4,133.52
		INVOICES TOTAL:	**4,133.52**

543101-DUES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	AMERICAN ASSOC OF CODE	MEMBERSHIP DUES/S DUCHESNE	75.00
1	AMERICAN ASSOC OF CODE	MEMBERSHIP DUES/K SMITH	75.00
1	IL ASSOC OF CODE ENFORCEMENT	MEETING FEES	70.00
		INVOICES TOTAL:	**220.00**

1600-BUILDING

526000-VEHICLE MAINTENANCE

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	28.95
		INVOICES TOTAL:	**28.95**

526005-PLAN REVIEW SERVICES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	1,075.00
		INVOICES TOTAL:	**1,075.00**

541600-PROFESSIONAL DEVELOPMENT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	WILLIAM DETTMER	CONFERENCE EXPENSES	969.09
** 1	NORTHWEST BUILDING OFFICIALS AND	FALL SCHOOL REGISTRATION	80.00
		INVOICES TOTAL:	**1,049.09**

543101-DUES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	SHERYL PETERSON	PERMIT TECHNICIAN CERTIFICATION	80.00
		INVOICES TOTAL:	**80.00**

1700-POLICE

** Indicates pre-issue check.

522400-SERVICE AGREEMENTS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 FULTON TECHNOLOGIES INC	WARNING SIREN MAINTENANCE	3,969.33
	1 STERICYCLE INC	SERVICE AGREEMENT	160.23
	1 VERIZON WIRELESS	WIRELESS SERVICES	684.30
		INVOICES TOTAL:	**4,813.86**

522500-EQUIPMENT RENTALS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 VERIZON WIRELESS	WIRELESS SERVICES	1,075.49
		INVOICES TOTAL:	**1,075.49**

526000-VEHICLE MAINTENANCE

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.95
	1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
	1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	34.75
**	1 CARDMEMBER SERVICE	LICENSE PLATE RENEWAL FEES	310.11
**	1 ILLINOIS SECRETARY OF STATE	TITLE & PLATES FEES	392.00
**	1 ILLINOIS SECRETARY OF STATE	TITLE & PLATES FEES	630.00
	1 WOODSTOCK POWERSPORTS	ATV TUNE UP	471.87
		INVOICES TOTAL:	**1,884.58**

530100-MATERIALS & SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 ABILITY AWARDS INC	PLAQUE/ENGRAVING	130.60
	1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	176.10
	1 FLAGS USA INC	HONOR GUARD EQUIPMENT	120.00
	1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	110.73
	1 MICHAEL KMIECIK	CANINE FOOD FOR LUTHER	73.02
**	1 SAM'S CLUB	ICE MACHINE/FOOD PURCHASES/SUPPLIES	153.64
	1 WAREHOUSE DIRECT	CREDIT - RETURNED ITEM	-133.48
		INVOICES TOTAL:	**630.61**

530110-UNIFORMS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 RAY O'HERRON CO INC	UNIFORMS	549.94
		INVOICES TOTAL:	**549.94**

530115-SUBSCRIPTIONS/PUBLICATIONS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	EBAY PAYPAL FEES	50.00
		INVOICES TOTAL:	**50.00**

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT

** Indicates pre-issue check.

1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES		64.74
1 SARGE'S RANGE SERVICE INC	RANGE CLEANING SERVICES		806.35
		INVOICES TOTAL:	**871.09**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 WAREHOUSE DIRECT	PRIVACY FILTER/FOLDERS		163.73
		INVOICES TOTAL:	**163.73**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES		3.87
		INVOICES TOTAL:	**3.87**

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 ILLINOIS LAW ENFORCEMENT	HOLIDAY LUNCHEON MEETING		25.00
1 KATHRYN R JUZWIN	CONSULTING SERVICES		1,800.00
1 MICHAEL KMIECIK	CANINE DECOY COURSE		50.00
		INVOICES TOTAL:	**1,875.00**

543101-DUES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 ILLINOIS LAW ENFORCEMENT	MEMBERSHIP DUES		40.00
		INVOICES TOTAL:	**40.00**

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	FOOD PURCHASE		110.00
		INVOICES TOTAL:	**110.00**

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 AFTERMATH INC	BIO-HAZARD CLEAN-UP		275.00
		INVOICES TOTAL:	**275.00**

1800-STREET MAINTENANCE

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL		95.92
1 UNIFIRST CORP	UNIFORM RENTAL		122.16
		INVOICES TOTAL:	**218.08**

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT

** Indicates pre-issue check.

1 COMCAST	VPN SERVICE		2.11
1 CONFERENCE TECHNOLOGIES INC	P.A. SYSTEM RENTAL		355.00
1 VERIZON WIRELESS	WIRELESS SERVICES		185.45
1 VERIZON WIRELESS	WIRELESS SERVICES		22.60
		INVOICES TOTAL:	**565.16**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 NICOR GAS	GAS BILL		98.13
		INVOICES TOTAL:	**98.13**

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE		390.00
		INVOICES TOTAL:	**390.00**

527112-SERVICE TO MAINTAIN STR LIGHTS

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 ELMUND & NELSON CO	STREET LIGHT REPAIRS		4,441.00
		INVOICES TOTAL:	**4,441.00**

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES		470.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES		1,141.43
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES		645.00
1 CORNERSTONE LAND & LAWN INC	LANDSCAPING SERVICES		800.00
		INVOICES TOTAL:	**3,056.43**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 CINTAS CORPORATION	FIRST AID SUPPLIES		76.55
1 GRAINGER	CLEANING SUPPLIES/HEAT GUN NOZZLE		96.05
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES/TOOLS		28.14
		INVOICES TOTAL:	**200.74**

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
2 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES/TOOLS		122.55
		INVOICES TOTAL:	**122.55**

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	GLOVES		44.00
		INVOICES TOTAL:	**44.00**

** Indicates pre-issue check.

532200-OFFICE SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	CENTURY PRINT & GRAPHICS	BUSINESS CARDS	60.33
1	WAREHOUSE DIRECT	COFFEE/CREAMER/WALL CLOCK	148.12
1	WAREHOUSE DIRECT	FOLDERS/INK CARTRIDGES	95.17
		INVOICES TOTAL:	**303.62**

534300-EQUIPMENT MAINTENANCE MATLS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	BUCK BROS INC	EQUIPMENT MAINTENANCE SUPPLIES	149.60
		INVOICES TOTAL:	**149.60**

534400-STREET MAINTENANCE MATERIALS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	ALLIED ASPHALT PAVING CO	ASPHALT PURCHASE	1,885.08
1	ALLIED ASPHALT PAVING CO	ASPHALT PURCHASE	3,552.13
		INVOICES TOTAL:	**5,437.21**

534600-BUILDING MAINTENANCE MATERIALS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	BATTERIES PLUS	BATTERY	33.95
1	TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	60.56
		INVOICES TOTAL:	**94.51**

541600-PROFESSIONAL DEVELOPMENT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	INT'L SOCIETY OF ARBORICULTURE	ANNUAL MEMBERSHIP RENEWAL	260.00
1	UNIVERSITY OF ILLINOIS	PESTICIDE SAFETY TRAINING	70.00
		INVOICES TOTAL:	**330.00**

543800-STORMWATER FACILITIES MAINT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	EARTH INC	HAULED MATERIALS	3,510.00
1	EARTH INC	GRAVEL PURCHASE/HAULED MAT'LS	1,279.22
1	EARTH INC	HAULED MATERIALS	1,410.00
1	WELCH BROS INC	MAINTENANCE SUPPLIES	574.60
		INVOICES TOTAL:	**6,773.82**

574800-TREE PURCHASES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	THE FIELDS ON CATON FARM INC	TREE PURCHASE	59,775.00
		INVOICES TOTAL:	**59,775.00**

2200-MFT EXPENDITURES

** Indicates pre-issue check.

583082-STEARNS RD COUNTY CRK CULVRT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 HR GREEN INC	STEARNS ROAD EXTENSION	13,324.81
		INVOICES TOTAL:	**13,324.81**

4300-DEVELOPER DEPOSITS EXPENDITURE

585044-STREET GARAGE BLDG ADDITION

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	COMPUTER SUPPLIES	29.97
	1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES/TOOLS	5,401.30
**	1 SAM'S CLUB	ICE MACHINE/FOOD PURCHASES/SUPPLIES	2,888.00
	1 SCHRAMM CONSTRUCTION CORPORATION	PUBLIC WORKS EXPANSION PROJECT	23,056.68
	1 SHI	NETWORK SUPPLIES	64.00
	1 SHI	NETWORK SUPPLIES	240.58
	1 TIME BUSINESS SYSTEMS INC	EQUIPMENT MAINTENANCE	1,744.80
	1 TIME BUSINESS SYSTEMS INC	PHONE/RADIO BASE RELOCATION	636.00
	1 TIME BUSINESS SYSTEMS INC	EQUIPMENT INSTALLATION	665.75
		INVOICES TOTAL:	**34,727.08**

430000-DEVELOPER DEPOSITS FUND

262099-DEPOSIT-ORDINANCE 89-49

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 SHAISHAV THAKKAR	VBR BOND REFUND	500.00
		INVOICES TOTAL:	**500.00**

5000-WATER OPERATING EXPENSES

520025-ELGIN WATER AGREEMENT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CITY OF ELGIN	ELGIN WATER BILL	316,601.98
		INVOICES TOTAL:	**316,601.98**

522300-UNIFORM RENTALS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 UNIFIRST CORP	UNIFORM RENTAL	36.51
	1 UNIFIRST CORP	UNIFORM RENTAL	36.51
		INVOICES TOTAL:	**73.02**

522400-SERVICE AGREEMENTS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 AQUA BACKFLOW INC	BACKFLOW TRACKING PROGRAM	965.15
	1 AQUA BACKFLOW INC	BACKFLOW TRACKING PROGRAM	985.05
	1 AQUA BACKFLOW INC	BACKFLOW TRACKING PROGRAM	248.75
	1 AQUA BACKFLOW INC	BACKFLOW TRACKING PROGRAM	368.15

** Indicates pre-issue check.

1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-4		10,539.75
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-7		2,293.33
		INVOICES TOTAL:	**15,400.18**

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES		185.45
		INVOICES TOTAL:	**185.45**

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 PDC LABORATORIES INC	ANALYTICAL TESTING		35.00
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING		1,170.00
		INVOICES TOTAL:	**1,205.00**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL		484.10
1 CONSTELLATION ENERGY	ELECTRIC BILL		927.24
1 CONSTELLATION ENERGY	ELECTRIC BILL		454.89
1 CONSTELLATION ENERGY	ELECTRIC BILL		1,101.93
1 NICOR GAS	GAS BILL		37.29
		INVOICES TOTAL:	**3,005.45**

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 EARTH INC	HAULED MATERIALS		3,510.00
1 EARTH INC	GRAVEL PURCHASE/HAULED MAT'LS		1,279.22
1 EARTH INC	HAULED MATERIALS		1,410.00
		INVOICES TOTAL:	**6,199.22**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 CINTAS CORPORATION	FIRST AID SUPPLIES		76.56
1 FASTENAL CO	MATERIALS & SUPPLIES		97.92
1 HD SUPPLY WATERWORKS LTD	MATERIALS & SUPPLIES		535.25
1 HD SUPPLY WATERWORKS LTD	MATERIALS & SUPPLIES		101.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES/TOOLS		70.29
		INVOICES TOTAL:	**881.02**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS		60.33
1 WAREHOUSE DIRECT	COFFEE/CREAMER/WALL CLOCK		148.13
1 WAREHOUSE DIRECT	FOLDERS/INK CARTRIDGES		71.33
		INVOICES TOTAL:	**279.79**

** Indicates pre-issue check.

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE UPS STORE	SHIPPING CHARGES	11.60
	INVOICES TOTAL:	**11.60**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES/TOOLS	73.51
	INVOICES TOTAL:	**73.51**

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES/TOOLS	152.61
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	60.57
	INVOICES TOTAL:	**213.18**

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS/SUPPLIES	6,275.00
	INVOICES TOTAL:	**6,275.00**

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PETER M SENES	REFUND/WATER BILL OVERPAYMENT	87.11
	INVOICES TOTAL:	**87.11**

5100-SEWER OPERATING EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
1 UNIFIRST CORP	UNIFORM RENTAL	92.46
	INVOICES TOTAL:	**158.68**

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTRAL CONTRACTORS SERVICE INC	EQUIPMENT RENTAL	1,459.20
1 VERIZON WIRELESS	WIRELESS SERVICES	185.45
	INVOICES TOTAL:	**1,644.65**

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	642.00

** Indicates pre-issue check.

	INVOICES TOTAL:	**642.00**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	52.57
1 CONSTELLATION ENERGY	ELECTRIC BILL	82.66
1 CONSTELLATION ENERGY	ELECTRIC BILL	58.95
1 CONSTELLATION ENERGY	ELECTRIC BILL	90.45
1 CONSTELLATION ENERGY	ELECTRIC BILL	78.53
1 CONSTELLATION ENERGY	ELECTRIC BILL	73.48
1 CONSTELLATION ENERGY	ELECTRIC BILL	104.90
1 CONSTELLATION ENERGY	ELECTRIC BILL	97.68
1 CONSTELLATION ENERGY	ELECTRIC BILL	104.28
1 CONSTELLATION ENERGY	ELECTRIC BILL	275.70
1 CONSTELLATION ENERGY	ELECTRIC BILL	176.13
1 CONSTELLATION ENERGY	ELECTRIC BILL	258.81
1 CONSTELLATION ENERGY	ELECTRIC BILL	257.44
1 CONSTELLATION ENERGY	ELECTRIC BILL	227.10
1 CONSTELLATION ENERGY	ELECTRIC BILL	30,232.26
1 CONSTELLATION ENERGY	ELECTRIC BILL	102.18
1 NICOR GAS	GAS BILL	29.79
1 NICOR GAS	GAS BILL	24.83
1 NICOR GAS	GAS BILL	24.23
1 NICOR GAS	GAS BILL	24.80
1 NICOR GAS	GAS BILL	84.86
1 NICOR GAS	GAS BILL	85.28
	INVOICES TOTAL:	**32,546.91**

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	618.47
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	435.17
	INVOICES TOTAL:	**1,053.64**

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	HAULED MATERIALS	1,755.00
1 EARTH INC	GRAVEL PURCHASE/HAULED MAT'LS	639.60
1 EARTH INC	HAULED MATERIALS	705.00
	INVOICES TOTAL:	**3,099.60**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALCO LTD	DEMINERALIZER	108.00
1 CINTAS CORPORATION	FIRST AID SUPPLIES	76.56
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	27.95
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES/TOOLS	99.94
	INVOICES TOTAL:	**312.45**

** Indicates pre-issue check.

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	2,047.27
1 SOLENIS LLC	CHEMICAL SUPPLIES	7,786.00
1 UNITED LABORATORIES	CHEMICAL SUPPLIES	1,359.49
	INVOICES TOTAL:	**11,192.76**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CASE LOTS INC	TRASH BAGS/CLEANING SUPPLIES	904.45
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	60.34
1 WAREHOUSE DIRECT	WALL CLOCK	47.87
	INVOICES TOTAL:	**1,012.66**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FASTENAL CO	EQUIPMENT MAINTENANCE SUPPLIES	69.28
1 FLOW-TECHNICS INC	REPLACEMENT PUMP	4,825.00
1 GRAINGER	PUMP	173.32
1 HAWKINS INC	EQUIPMENT MAINTENANCE SUPPLIES	322.38
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES/TOOLS	30.74
1 LAN ELECTRIC INC	ELECTRICAL MAINTENANCE	2,686.87
1 RALPH HELM INC	RIDING MOWER PARTS	555.65
1 USA BLUE BOOK	EQUIPMENT MAINTENANCE SUPPLIES	383.80
	INVOICES TOTAL:	**9,047.04**

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING CO	ASPHALT PURCHASE	1,140.23
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	150.00
1 STARK & SON TRENCHING INC	WATER LINE REPAIRS	2,289.00
	INVOICES TOTAL:	**3,579.23**

510000-SEWER FUND

200504-FRWRD PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE COUNTY SEWER TREATMENT	296.89
	INVOICES TOTAL:	**296.89**

5190-SEWER CAPITAL PROJECTS EXP

582023-PHOSPHORUS REMOVAL SYSTEM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY PROJECT	2,700.50

** Indicates pre-issue check.

		INVOICES TOTAL:	**2,700.50**

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	UNIFIRST CORP	MATS	12.00
1	UNIFIRST CORP	MATS	12.00
		INVOICES TOTAL:	**24.00**

524120-UTILITIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	NICOR GAS	GAS BILL	40.75
1	NICOR GAS	GAS BILL	26.31
		INVOICES TOTAL:	**67.06**

529000-OTHER CONTRACTUAL SERVICES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1	CARDMEMBER SERVICE	DSL LINE FOR METRA PAY BOXES	29.95
		INVOICES TOTAL:	**29.95**

530100-MATERIALS & SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	AUTOMATED PARKING TECHNOLOGIES LLC	PARKING RECEIPT PAPER	339.20
1	AUTOMATED PARKING TECHNOLOGIES LLC	PAY STATION MAINTENANCE	251.00
		INVOICES TOTAL:	**590.20**

570200-BLDG & GROUNDS IMPROVEMENTS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	2,248.00
		INVOICES TOTAL:	**2,248.00**

5500-GOLF PROGRAM EXPENSES

523425-HANDICAPPING SERVICES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	CHICAGO DISTRICT GOLF ASSOC	HANDICAPPING SERVICES	1,300.00
		INVOICES TOTAL:	**1,300.00**

532000-AUTOMOTIVE SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	MANSFIELD OIL COMPANY	GASOLINE PURCHASE	983.30
		INVOICES TOTAL:	**983.30**

532200-OFFICE SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT

** Indicates pre-issue check.

**	1 SAM'S CLUB	ICE MACHINE/FOOD PURCHASES/SUPPLIES		6.87
			INVOICES TOTAL:	**6.87**

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	360.11
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	92.19
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	370.96
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	119.90
1 NADLER GOLF CAR SALES INC	MISC. CHARGES	15.13
	INVOICES TOTAL:	**958.29**

5510-GOLF MAINTENANCE EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	39.84
1 CINTAS CORPORATION	UNIFORM RENTAL	33.59
1 CINTAS CORPORATION	UNIFORM RENTAL	33.59
1 CINTAS CORPORATION	UNIFORM RENTAL	33.59
1 CINTAS CORPORATION	UNIFORM RENTAL	33.59
1 CINTAS CORPORATION	UNIFORM RENTAL	33.59
1 CINTAS CORPORATION	UNIFORM RENTAL	33.59
1 CINTAS CORPORATION	UNIFORM RENTAL	42.09
	INVOICES TOTAL:	**283.47**

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	694.12
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	983.30
1 MID-TOWN AQUISITION LLC	AUTOMOTIVE SUPPLIES	267.42
	INVOICES TOTAL:	**1,944.84**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	OIL FILTERS	8.38
1 AUTOZONE INC	OIL FILTERS	7.47
1 AUTOZONE INC	OIL FILTERS	4.98
1 AUTOZONE INC	MAINTENANCE SUPPLIES	31.96
1 BURRIS EQUIPMENT CO	EQUIPMENT MAINTENANCE SUPPLIES	60.45
1 BURRIS EQUIPMENT CO	EQUIPMENT MAINTENANCE SUPPLIES	302.41
1 BURRIS EQUIPMENT CO	EQUIPMENT MAINTENANCE SUPPLIES	178.55
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	79.99
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	157.86
1 CHEMSEARCH	BATTERIES	59.41
1 LAWSON PRODUCTS INC	EQUIPMENT MAINTENANCE SUPPLIES	28.47
1 LAWSON PRODUCTS INC	EQUIPMENT MAINTENANCE SUPPLIES	142.35
1 LAWSON PRODUCTS INC	EQUIPMENT MAINTENANCE SUPPLIES	438.92

** Indicates pre-issue check.

1	O'REILLY AUTOMOTIVE INC	EQUIPMENT MAINTENANCE SUPPLIES	246.39
1	PRECISION SMALL ENGINE CO INC	EQUIPMENT MAINTENANCE SUPPLIES	327.38
1	REINDERS INC	EQUIPMENT MAINTENANCE SUPPLIES	85.68
		INVOICES TOTAL:	**2,160.65**

534500-GROUNDS MAINTENANCE MATERIALS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	CHICAGOLAND TURF	TARGET RINGS	271.00
1	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES/TOOLS	409.83
		INVOICES TOTAL:	**680.83**

5560-GOLF RESTAURANT EXPENSES

524120-UTILITIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	COMCAST	VPN SERVICE	125.79
		INVOICES TOTAL:	**125.79**

530100-MATERIALS & SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1	SAM'S CLUB	ICE MACHINE/FOOD PURCHASES/SUPPLIES	22.67
		INVOICES TOTAL:	**22.67**

534300-EQUIPMENT MAINTENANCE MATLS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	TEMPERATURE ENGINEERING INC	EXHAUST HOOD REPAIRS	177.25
		INVOICES TOTAL:	**177.25**

534320-PURCHASES - FOOD & BEVERAGE

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	GORDON FOOD SERVICE INC	FOOD PURCHASE	178.31
1	SCHAMBERGER BROS INC	BEER PURCHASE	140.19
		INVOICES TOTAL:	**318.50**

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1	MICKEY'S LINEN	LINEN SERVICES	12.50
1	MICKEY'S LINEN	LINEN SERVICES	228.32
		INVOICES TOTAL:	**257.82**

523100-ADVERTISING

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	EXAMINER PUBLICATIONS INC	ADVERTISING	40.00

** Indicates pre-issue check.

		INVOICES TOTAL:	**40.00**

530100-MATERIALS & SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	PROJECTOR/CABLE	133.60
	1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	39.54
**	1 SAM'S CLUB	ICE MACHINE/FOOD PURCHASES/SUPPLIES	22.66
		INVOICES TOTAL:	**195.80**

532200-OFFICE SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	2 SAM'S CLUB	ICE MACHINE/FOOD PURCHASES/SUPPLIES	20.61
		INVOICES TOTAL:	**20.61**

534300-EQUIPMENT MAINTENANCE MATLS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 TEMPERATURE ENGINEERING INC	EXHAUST HOOD REPAIRS	177.25
		INVOICES TOTAL:	**177.25**

534320-PURCHASES - FOOD & BEVERAGE

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 FORTUNE FISH & GOURMET	FOOD PURCHASE	172.51
	1 GORDON FOOD SERVICE INC	FOOD PURCHASE	318.34
	1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	39.85
**	1 SAM'S CLUB	ICE MACHINE/FOOD PURCHASES/SUPPLIES	29.94
		INVOICES TOTAL:	**560.64**

5580-GOLF MIDWAY EXPENSES

534320-PURCHASES - FOOD & BEVERAGE

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	2 SAM'S CLUB	ICE MACHINE/FOOD PURCHASES/SUPPLIES	35.44
		INVOICES TOTAL:	**35.44**

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 CHICAGO OFFICE TECHNOLOGY GROUP	COPIER MAINTENANCE SERVICE	67.17
		INVOICES TOTAL:	**67.17**

522700-COMPUTER SERVICES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 COMCAST	VPN SERVICE	84.90
	1 COMCAST	VPN SERVICE	134.85

** Indicates pre-issue check.

INVOICES TOTAL:		**219.75**

524100-BUILDING MAINTENANCE SERVICES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	545.00
1	CINTAS CORPORATION	CLEANING SERVICES	64.40
1	CINTAS CORPORATION	CLEANING SERVICES	92.48
1	CINTAS CORPORATION	CLEANING SERVICES	64.40
1	CINTAS CORPORATION	CLEANING SERVICES	271.22
1	CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - OCT 2016	2,705.00
1	STATE FIRE MARSHAL	BOILER INSPECTION	70.00
1	UNIFIRST CORP	MATS	41.80
1	UNIFIRST CORP	MATS	41.80
		INVOICES TOTAL:	**3,896.10**

524110-TELEPHONE

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	AT&T	TELEPHONE BILL	124.94
** 1	CARDMEMBER SERVICE	DSL LINE FOR VILLAGE HALL	65.00
1	FIRST COMMUNICATIONS LLC	P.W. TELEPHONE CIRCUIT	349.59
1	VERIZON WIRELESS	WIRELESS SERVICES	114.03
1	VERIZON WIRELESS	WIRELESS SERVICES	433.07
		INVOICES TOTAL:	**1,086.63**

524120-UTILITIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	NICOR GAS	GAS BILL	101.90
1	NICOR GAS	GAS BILL	167.28
		INVOICES TOTAL:	**269.18**

530100-MATERIALS & SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1	CARDMEMBER SERVICE	COMPUTER SUPPLIES	40.36
** 1	SAM'S CLUB	ICE MACHINE/FOOD PURCHASES/SUPPLIES	203.76
1	WAREHOUSE DIRECT	PAPER/TRASH BAGS/SUPPLIES	910.91
1	WAREHOUSE DIRECT	PAPER/KLEENEX	493.75
		INVOICES TOTAL:	**1,648.78**

541600-PROFESSIONAL DEVELOPMENT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	GMIS ILLINOIS	TRAINING REGISTRATION	250.00
		INVOICES TOTAL:	**250.00**

546900-CONTINGENCIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	TOWN & COUNTRY GARDENS	FLOWERS	230.00

** Indicates pre-issue check.

		INVOICES TOTAL:	**230.00**

570100-MACHINERY & EQUIPMENT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	CLOUD SERVICES	224.37
		INVOICES TOTAL:	**224.37**

6100-VEHICLE REPLACEMENT EXPENSES

570170-POLICE VEH REPLACEMENT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CURRIE MOTORS	INVESTIGATIONS UNIT VEHICLE	26,164.00
**	1 CURRIE MOTORS	POLICE ADMINISTRATION VEHICLE	26,386.00
**	1 CURRIE MOTORS	FIVE POLICE UTILITY VEHICLES	151,690.00
**	1 CURRIE MOTORS	CRIME PREVENTION VEHICLE	30,338.00
		INVOICES TOTAL:	**234,578.00**

7000-POLICE PENSION EXPENDITURES

523400-LEGAL SERVICES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 REIMER DOBROVOLNY & KARLSON LLC	LEGAL SERVICES	582.79
		INVOICES TOTAL:	**582.79**

GRAND TOTAL: **1,114,475.42**

GENERAL FUND	**391,883.01**
MOTOR FUEL TAX FUND	**13,324.81**
DEVELOPER DEPOSITS FUND	**35,227.08**
WATER FUND	**350,491.51**
SEWER FUND	**67,287.01**
PARKING FUND	**2,959.21**
GOLF FUND	**10,250.02**
CENTRAL SERVICES FUND	**7,891.98**
VEHICLE REPLACEMENT FUND	**234,578.00**
POLICE PENSION FUND	**582.79**
GRAND TOTAL	**1,114,475.42**

** Indicates pre-issue check.

CASH & INVESTMENT REPORT
September 30, 2016

Fund	8/31/2016	Receipts	Disburse-ments	9/30/2016	Detail of Ending Balance: Cash	Investments	Net Assets/Liab.	9/30/2016
General	14,476,904	3,393,445	2,317,744	15,552,605	4,125,730	10,918,858	508,018	15,552,605
MFT	3,699,376	129,503	91,424	3,737,456	1,543,761	2,212,405	(18,710)	3,737,456
Debt Service	1,152,750	457,480	0	1,610,230	439,506	1,168,561	2,163	1,610,230
Capital Projects	61,760	14	0	61,774	6,117	16,264	39,392	61,774
Municipal Building	1,178,288	40,706	56,838	1,162,156	240,863	640,407	280,886	1,162,156
Developer Deposits	3,955,929	4,737	70,521	3,890,145	3,965	3,521,701	364,480	3,890,145
Town Center TIF	451,283	169	0	451,453	74,029	196,830	180,593	451,453
59 & Lake TIF	0	0	0	0	0	0	0	0
BC Municipal TIF	391,631	261,900	57,194	596,337	167,497	445,343	(16,503)	596,337
Bluff City Tif Municipal	7,271	5	0	7,275	0	0	7,275	7,275
Water	22,025,617	663,303	720,618	21,968,301	688,519	1,830,372	19,449,411	21,968,301
Sewer	21,361,348	301,734	363,723	21,299,359	211,405	561,820	20,526,134	21,299,359
Parking	121,627	23,046	17,413	127,260	15,769	41,926	69,565	127,260
Golf	1,596,168	288,793	254,093	1,630,868	0	0	1,630,868	1,630,868
Central Services	816,719	352	115,337	701,735	167,298	444,812	89,625	701,735
Vehicle Replacement	3,301,047	9,611	64,030	3,246,629	409,833	1,089,668	1,747,127	3,246,629
TOTALS	74,597,719	5,574,800	4,128,936	76,043,581	8,094,291	23,088,966	44,860,325	76,043,581
BC Project TIF	4,939,700	2,808,313	981,440	6,766,573	6,766,574	0	0	6,766,573
Bluff City Project TIF	34,355	22	0	34,377	34,377	0	0	34,377
Bluff City SSA Debt Srv.	1,265,933	0	3,760	1,262,174	1,262,174	0	0	1,262,174
Police Pension	36,156,879	323,608	114,712	36,365,775	2,711,068	33,554,638	100,069	36,365,775

Todd Dowden
Acting Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
FISCAL YEAR 2016/17 as of September 30, 2016

Fund	Revenues				Expenditures			
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	11,855,129	21,848,541	54.26%	54.60%	9,279,515	22,116,878	41.96%	41.35%
MFT	472,196	1,071,387	44.07%	27.55%	740,095	1,330,000	55.65%	54.13%
Debt Service	1,309,474	1,755,685	74.58%	74.56%	444,469	1,970,139	22.56%	23.40%
Capital Projects	20	100,100	0.02%	2.27%	0	25,000	0.00%	143.15%
Municipal Building	41,560	3,860	1076.69%	13.48%	56,838	340,500	16.69%	6.72%
Developer Deposits	14,603	78,500	18.60%	0.77%	384,214	206,100	186.42%	24.08%
Town Center TIF	897	0	100.00%	0.00%	7,327	0	100.00%	0.00%
Bluff City SSA	410,558	950,381	43.20%	46.20%	38,299	1,125,000	3.40%	5.18%
59 & Lake TIF	0	6,100	0.00%	0.00%	0	56,000	0.00%	0.00%
Bluff City Municipal TIF	2,199	1,505	146.12%	130.11%	0	0	0.00%	0.00%
Bluff City Project TIF	34,352	1,979,510	0.11%	0.93%	0	1,975,000	0.00%	0.00%
Brewster Creek Municipal TIF	572,464	500,600	114.36%	79.90%	224,580	666,137	33.71%	40.20%
Brewster Creek Project TIF	4,986,468	4,276,050	116.61%	144.15%	1,444,216	4,323,553	33.40%	79.11%
Water	2,943,103	7,466,070	39.42%	21.13%	2,843,772	8,158,758	34.86%	18.14%
Sewer	1,412,830	7,387,450	19.12%	16.66%	1,680,128	8,199,905	20.49%	19.55%
Parking	98,102	230,075	42.64%	43.26%	75,152	227,026	33.10%	38.46%
Golf	1,427,703	2,658,000	53.71%	62.72%	1,102,424	2,632,324	41.88%	46.11%
Central Services	426,101	1,021,763	41.70%	41.66%	519,576	1,118,733	46.44%	38.71%
Vehicle Replacement	271,871	645,270	42.13%	39.06%	303,888	919,000	33.07%	8.74%
Police Pension	2,213,001	2,098,049	105.48%	8.52%	600,388	2,098,049	28.62%	27.60%
Subtotal	28,492,632	54,078,896	52.69%	43.83%	19,744,883	57,488,102	34.35%	35.93%
Less Interfund Transfers	(1,703,261)	(3,109,832)	54.77%	51.59%	(1,703,261)	(3,109,832)	54.77%	51.59%
Total	26,789,371	50,969,064	52.56%	43.36%	18,041,622	54,378,270	33.18%	35.05%

VILLAGE OF BARTLETT TREASURER'S REPORT
MAJOR REVENUE BUDGET COMPARISONS
FISCAL YEAR 2016/17 as of September 30, 2016

Fund	Current Year Actual	Current Year Budget	Current Year Percent	Prior YTD %
Property Taxes	7,120,640	9,275,478	76.77%	76.90%
Sales Taxes (General Fund)	957,371	2,205,000	43.42%	41.43%
Income Taxes	2,093,986	4,368,048	47.94%	58.05%
Telecommunications Tax	395,728	1,057,500	37.42%	37.26%
Real Estate Transfer Tax	327,018	610,000	53.61%	53.67%
Building Permits	337,369	641,275	52.61%	29.25%
MFT	467,270	1,067,287	43.78%	27.40%
Water Charges	2,818,802	6,700,000	42.07%	38.03%
Sewer Charges	1,365,279	3,250,000	42.01%	41.34%
Interest Income	34,213	49,375	69.29%	19.39%
Gas Utility Tax	140,624	550,000	25.57%	18.99%
Electric Utility Tax	75,648	153,000	49.44%	51.94%

VILLAGE OF BARTLETT TREASURER'S REPORT
GOLF FUND DETAIL (Excluding Capital Projects)
FISCAL YEAR 2016/17 as of September 30,2016

Fund	Current Year Actual	Budget	Percent
Golf Program			
Revenues	896,168	1,670,000	53.66%
Expenses	645,752	1,587,645	40.67%
Net Income	250,416	82,355	304.07%
F&B - Restaurant			
Revenues	90,459	133,000	68.01%
Expenses	151,847	319,149	47.58%
Net Income	(61,389)	(186,149)	32.98%
F&B - Banquet			
Revenues	337,087	735,000	45.86%
Expenses	258,635	660,230	39.17%
Net Income	78,452	74,770	104.92%
F&B - Midway			
Revenues	103,989	120,000	86.66%
Expenses	46,190	65,300	70.74%
Net Income	57,799	54,700	105.67%
Golf Fund Total			
Revenues	1,427,703	2,658,000	53.71%
Expenses	1,102,424	2,632,324	41.88%
Net Income	325,279	25,676	1266.86%

MOTOR FUEL TAX

Month	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17
May	89,807	85,450	89,115	104,788	106,665	89,988	93,139
June	86,890	83,830	75,066	71,924	80,212	58,408	58,737
July	82,123	78,002	87,721	84,361	89,915	103,948	94,278
August	89,014	90,041	87,924	99,063	61,056	100,154	89,533
September	86,580	88,420	76,347	70,076	83,006	67,441	
October	99,672	79,216	83,510	90,026	89,337	87,626	
November	73,018	88,011	89,027	77,655	90,552	101,486	
December	93,136	92,981	85,014	103,117	103,771	93,002	
January	89,163	115,721	82,788	90,866	97,525	89,828	
February	96,459	83,346	70,348	83,687	74,031	90,531	
March	77,675	84,943	83,251	65,802	37,978	77,861	
April	89,807	82,622	70,866	75,969	95,841	93,782	
Subtotal	**1,053,344**	**1,052,583**	**980,978**	**1,017,334**	**1,009,889**	**1,054,055**	**335,688**
Plus:							
High Growth	46,918	29,046	29,031	37,678	37,682	37,743	
Jobs Now	179,796	179,796	179,796	179,796	359,592		
Total	**1,280,058**	**1,261,425**	**1,189,805**	**1,234,808**	**1,407,163**	**1,091,798**	
Budget	1,015,000	1,250,000	1,250,000	1,175,000	1,188,990	1,025,000	1,067,287
Annual Inc in $ w/o High Growth	**1.50%**	**-0.07%**	**-6.80%**	**3.71%**	**-0.73%**	**4.37%**	**-10.60%**

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Municipality Report

September 1, 2016

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR AUGUST, 2016

Beginning Unobligated Balance		**$3,731,754.80**
Motor Fuel Tax Allotment	$89,533.35	
Minus Amount Paid to State	$0.00	
Net Motor Fuel Tax Allotment		**$89,533.35**
Plus Credits Processed		$0.00
Minus Authorizations Processed		$0.00
Current Unobligated Balance		**$3,821,288.15**

PROCESSED TRANSACTIONS:

Sales Taxes

Month	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
May	146,546	126,506	175,701	173,657	178,983	170,734	186,214
June	137,130	164,604	195,692	193,303	201,968	200,031	224,385
July	176,678	165,519	190,898	186,097	188,547	194,738	211,186
August	180,229	177,919	180,797	184,425	190,872	206,213	
September	177,173	187,893	182,163	189,650	183,399	198,880	
October	168,710	177,758	165,188	170,530	188,055	212,286	
November	162,303	161,152	181,865	174,037	179,846	204,437	
December	171,232	164,341	165,852	153,005	163,529	178,413	
January	166,523	167,926	168,154	210,506	187,865	194,219	
February	171,856	157,086	147,189	151,678	141,054	149,630	
March	168,981	177,777	147,039	128,886	141,609	161,850	
April	132,397	152,124	162,595	153,553	170,308	178,006	
Total	**1,959,758**	**1,980,605**	**2,063,133**	**2,069,327**	**2,116,036**	**2,249,438**	
% increase	**-7.33%**	**0.86%**	**4.17%**	**0.30%**	**2.26%**	**4.52%**	**8.45%**
Budget	1,950,000	1,950,000	1,975,000	2,010,000	2,075,000	2,115,000	2,205,000

Warrant/EFT#: EF 0008040

Fiscal Year:	2017	Issue Date:	09/09/16
Warrant Total:	$211,186.24	Warrant Status:	

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1002903	7A1002903	$211,186.24

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	$211,186.24	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 09/08/2016
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: JUN. 2016 COLL MO: JUL. 2016 VCHR MO: SEP. 2016
4	?'S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

Memorandum

To: President and Board of Trustees

From: Scott Skrycki, Assistant to the Administrator

Date: November 9, 2016

Re: President Wallace visits Sister City

The Village of Bartlett entered into a Sister City relationship with Miaoli City, Taiwan in 2010. The Village has kept up a relationship with the help of the Bartlett International Chorus and Arts in Bartlett. Our relationship has continued to flourish, and it is exactly what was envisioned by President Dwight D. Eisenhower when he began the program in 1956.

Village President Kevin Wallace and members of the Bartlett International Chorus represented the Village of Bartlett in a visit to our sister city, Miaoli City, Taiwan. The group visited Miaoli City and neighboring cities during their trip from October 14-23, 2016.

The Presidents report will include a presentation of gifts that were given to the Village of Bartlett as well as photos of the trip. The Village of Bartlett gallery on the second floor will also include photos commemorating the trip for the month of November.

PROCLAMATION
SMALL BUSINESS SATURDAY
NOVEMBER 26, 2016

WHEREAS, Small business is the cornerstone of our free enterprise system and since the birth of this country has represented opportunity, independence, and the fulfillment of dreams for generations of Americans; and

WHEREAS, small business owners who work long hours, juggling family and career responsibilities and serving as community volunteers, are integral to our country's prosperity and to the vibrancy of our community. These entrepreneurs are fundamental to our economy. Through the opportunities offered by the men and women who own and operate small businesses, many of our citizens are able to pursue their dreams of a better life; and

WHEREAS, we recognize "Small Business Saturday" on Saturday, November 26th as a day to celebrate and support small businesses that create jobs, boost the economy and invigorate neighborhoods around the country and to encourage residents to shop local; and

WHEREAS, shopping local keeps sales tax dollars in our community; and

WHEREAS, it is fitting to recognize small businesses for the key role they play in strengthening our economy.

NOW, THEREFORE, I, Kevin Wallace, President of the Board of Trustees for the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois do hereby proclaim November 15th, 2016 as Small Business Saturday in the Village of Bartlett and urge all our citizens to join with us in this observance, as we celebrate the accomplishments of small business owners and their employees and encourage the development of new small businesses.

Dated this 15th day of November, 2016

THE VILLAGE OF BARTLETT 1891 PROGRESS WITH PRIDE

_____

Kevin Wallace, Village President

Agenda Item Executive Summary

Item Name	Com Ed Smart Meter Installation	Committee or Board	Board

BUDGET IMPACT			
Amount:	NA	*Budgeted*	NA
List what fund	NA		

EXECUTIVE SUMMARY

Attached please find information from Com Ed regarding their smart meter installation program scheduled for the Bartlett area. Representatives from Com Ed will be present to explain the program and answer your questions.

ATTACHMENTS (PLEASE LIST)

- AMI Residential Communications Guide
- Sample Notification mailers and door hangers
-

ACTION REQUESTED

- ❑ For Discussion Only
- ❑ Resolution
- ❑ Ordinance
- ❑ Motion

MOTION:

Staff: Dan Dinges, Director of Public Works Date: 11/2/2016

AMI Residential Communications Guide

ComEd plans to install smart meters in all homes and businesses across northern Illinois by the end of 2018. To help create awareness, ComEd has developed a comprehensive communications plan that provides specific implementation details to customers receiving meters. These communications provide customers with practical information on what's happening when, and encourages them to take advantage of new tools and resources to help them save on monthly bills.

TIMING	METHOD	MESSAGE/BENEFITS	COLLATERAL
90 DAYS BEFORE DEPLOYMENT	Informational insert received in customer bill	– Create awareness about smart meters and their benefits	
60 DAYS BEFORE DEPLOYMENT	6x9 mailed informative piece	– Create awareness that meters will soon be installed in customer's neighborhood – Provide more information about meters and benefits	
30 DAYS BEFORE DEPLOYMENT	Operational Letter sent in envelope and includes FAQs	– Inform that a meter will be installed at customer's home in next 30 days – Sets customer expectation on what happens day of install	
7 DAYS BEFORE DEPLOYMENT	Recorded message delivered via phone	–Reminder that meter install will be occurring within the week	
DEPLOYMENT	"Sorry we missed you" doorhanger left if unable to install meter	– ID reason install did not occur; provide avenue to reschedule	
DEPLOYMENT	"Meter Installed" doorhanger	–Inform that meter has been installed; educate about energy management tools	
30/45 DAYS AFTER DEPLOYMENT	6 x 9 mailed welcome piece 9 x 6 mailed welcome piece	–Encourage participation in energy management tools –Reminder to participate in energy management tools	

ComEd
An Exelon Company

powering lives

CHECK OUT 'MY ENERGY TOOLS'

Whether or not you have a smart meter, access My Energy Tools to find personalized energy-savings tips, as well as more information on your energy use that gives you greater insight into how you use electricity.

MY ENERGY TOOLS

Take advantage of My Energy Tools anytime.

1. If you haven't yet, create a free ComEd online account at **ComEd.com/MyAccount.** Have your account number handy.
2. After logging into your account, choose Use My Energy Tools from the My Usage tab.

Once you receive a smart meter, you can:

- Enroll to receive phone or email alerts when your usage is trending higher than normal for your household.
- Sign up for weekly emails summarizing your daily energy usage.
- View your projected energy usage for a bill period.
- Access hourly, daily and monthly energy-usage information online.

For more information, visit ComEd.com/SmartMeter

ComEd An Exelon Company | powering lives

SMBI0614

ComEd's Smart Meter Benefits

HOME SMART HOME

Smart meters are coming.

ComEd is powering lives by modernizing its electric infrastructure to provide you with a stronger, more reliable smart grid.

Smart meters are important building blocks of the smart grid and can help you manage your electric bills.

ComEd An Exelon Company | powering live

WHAT ARE SMART METERS?

Smart meters are digital electric meters that collect energy-usage information and securely send it to ComEd. Smart meters are a key part of ComEd's effort to modernize the electric system and provide you with better service and a stronger, more reliable electric system.

ComEd plans to install approximately 4 million smart meters in all homes and businesses across its northern Illinois service territory by the end of 2018. ComEd will notify you in advance when it plans to install smart meters in your community.

GREATER CONTROL OVER YOUR ENERGY USE

Smart meters provide you access to more information about your energy use through online energy-management tools. You can enroll to receive phone or email alerts when your usage is trending higher than normal for your household, and sign up for weekly emails that summarize your daily energy use. This enables you to monitor your consumption habits and make changes that can help you conserve energy and lower your electric bills.

MORE OPTIONS, MORE SAVINGS FOR YOU

You can enroll in optional pricing programs that help you save on your electric bills. Starting in the fall of 2014, residential customers with smart meters will be able to enroll in ComEd's Peak Time Savings and earn credits on their electric bills by voluntarily reducing electricity use during designated time periods when energy is most in demand.

At any time, you also can participate in ComEd's Residential Real-Time Pricing (RRTP) program, which lets you pay the hourly market price of electricity. You can manage your costs by shifting electricity use to times when prices are lower, such as nights and weekends.

Additional money-saving programs that use smart meter information may be available through other electric suppliers.

BETTER SERVICE

Because smart meters automatically send meter readings to ComEd, they help eliminate estimated bills and the need for a meter reader to come to your home.

COST SAVINGS PASSED ON TO YOU

Smart meters provide more efficient utility operations—including detection of meter tampering and the ability to expedite the transfer of electrical service should you move from one location to another within the ComEd service territory. This helps reduce operating costs that become savings on your electric bills.

SHORTER OUTAGES

When the smart grid is complete, smart meters can notify ComEd when an outage occurs and when power is restored. This leads to quicker response times and more efficient outage restoration.

HOW DO I KNOW IF I HAVE A SMART METER?

Look on your ComEd bill.

You have a smart meter if the meter number has nine digits and begins with a "2." (See the "Meter Information" box near the top of your bill.)

Check the meter installed on your home.

SMART METER

Smart meters are affixed with a **Silver Spring Networks sticker** at the top of the face of the meter.

ANALOG METER

Analog meters have **dials**.

YOUR NEIGHBORHOOD IS SCHEDULED FOR SMART METER INSTALLATION.

Look for complete details about a month prior to installation.

SU VECINDARIO ESTÁ PROGRAMADO PARA LA INSTALACIÓN DE MEDIDORES INTELIGENTES.

Recibirá información más detallada un mes antes de la instalación.

ComEd
An Exelon Company

P.O. Box 3728
Oak Brook, IL 60522-3728

1234 MAIN STREET

SMART METER INSTALLATION IS COMING TO YOUR ADDRESS SOON.

YA VIENE UN MEDIDOR INTELIGENTE A SU HOGAR.

Sample A. Sample
1234 Main Street
Apt. 123
Your Town, IL 12345-6789

STANDARD CLASS
US Postage
PSG
PMD
####

SMART METER SMART IMPROVEMENTS

MEDIDOR INTELIGENTE MEJORAS INTELIGENTES

ComEd
An Exelon Company
powering lives

BETTER SERVICE. MORE RELIABILITY.

A smart meter is an important building block of ComEd's plans for a smart grid, a system that delivers electricity to customers integrating digital technology. This technology means ComEd will know when an outage occurs and when power is restored, resulting in cost savings that will be passed on to you.

Smart meter installation is scheduled for your home or business in the next few months.

Smart meters are digital electric meters that collect usage information and securely send it to ComEd. This helps eliminate estimated bills. Once a smart meter is installed at your home or business, you will have greater control over your energy usage and save money, too.

- Access your energy usage 24/7.
- Understand how much you're using and when, so you can make changes and save on your monthly bills.
- Take advantage of optional pricing programs to help you save.

ComEd.com/SmartMeter

NEW SMART METER
NUEVO MEDIDOR INTELIGENTE

EXISTING METER
MEDIDOR EXISTENTE

- Smart meters automatically send daily usage information to ComEd versus monthly manual readings at your property.
- Smart meters give you access to more timely usage information online instead of waiting for your monthly bill.

- Los medidores inteligentes envían automáticamente información diaria de su consumo en lugar de las lecturas manuales en su propiedad cada mes.
- Los medidores inteligentes le dan acceso a información de consumo en línea, en lugar de esperar por su factura mensual.

MEJOR SERVICIO. MAYOR CONFIABILIDAD.

Un medidor inteligente es un componente básico importante de los planes de ComEd para construir una red de energía inteligente que suministre electricidad integrando tecnología digital. Esto permitirá que ComEd advierta cuando ocurra una interrupción del servicio eléctrico y cuando se restaure la energía, lo que generará disminución de costos para usted.

La instalación de un medidor inteligente está programada para su hogar en los próximos meses.

Los medidores inteligentes son digitales, recopilan información sobre su consumo eléctrico y la envían de forma segura a ComEd automáticamente. Esto ayuda a eliminar cálculos de facturación. Una vez instalado usted tendrá más control sobre su consumo de electricidad y además ahorrará dinero.

- Obtenga acceso a su consumo de energía las 24 horas del día, los 7 días de la semana.
- Comprenda cuánto y cuándo consume, para que pueda hacer cambios y ahorrar en sus facturas mensuales.
- Aproveche los programas de precios opcionales que le ayudan a ahorrar.

Es.ComEd.com/SmartMeter

4,000,000+

Over 4,000,000 smart meters will be installed at all homes and businesses in the ComEd service territory by the end of 2018.

ComEd. An Exelon Company | powering lives

ComEd
An Exelon Company

[Account Number: 000 000 800]

Sample A. Sample
1234 Main Street
Apt. 123
Your Town, IL 12345-6789

Service Address:
1234 Main Street
Apt. 123
Your Town, IL 12345-6789

IMPORTANT! New meters are coming soon to your neighborhood.

Dear Sample A. Sample:

Within the next 45 days, ComEd will be upgrading the existing meter at your home with **a new smart meter.** A smart meter will give you access to more information on your home's electricity use so you can make changes that can **save you money on your monthly electric bills.**

WHAT TO EXPECT DURING INSTALLATION

- You will not need to be home if we can access the meter.
- One week prior to meter installation, we will call you at <phone# on file> to let you know when your home is scheduled for installation. If this is not the correct number, please call ComEd immediately at 866-368-8326.
- Installations will take place between 7:00 a.m. and 6:00 p.m., Monday through Saturday. A uniformed meter installer from ComEd or Corix, a ComEd-authorized contractor, with appropriate identification will attempt to knock on your door when we arrive at your home. The installation will occur at no cost to you.
- During the week of your scheduled installation, please make sure there is nothing blocking access to the meter, such as locked gates, locked doors, dogs or lawn furniture. If you normally have to be present to allow a meter reader access to the meter at your home, you will need to be home to allow the installer access to the meter.
  - Based on past experience, installation will take about 10 minutes.
  - Expect a brief interruption to your electric service. We apologize for any inconvenience this may cause.
- If we cannot access the meter, we will contact you to schedule an appointment.

If you operate life support medical equipment at this address or have questions regarding the new electric meter installation, please call ComEd at **866-368-8326.**

Sincerely,

Michael B. McMahan
Vice President, Advanced Metering Infrastructure Implementation

P.S. We have attached Frequently Asked Questions to help address your immediate questions. For additional information, visit **ComEd.com/SmartMeter** or call **866-368-8326.**

SMART METERS
Frequently Asked Questions

NEW SMART METER

EXISTING METER

What is a smart meter?
A smart meter is a digital electric meter that collects energy-usage information and securely sends it to ComEd. This helps eliminate estimated bills. Smart meters are important building blocks of the smart grid. With a smart meter, you can access more information on how you use electricity so you can make changes that can **save you money on your monthly electric bills.**

What is a smart grid?
In the same way that today's smart phone technology merged the power of computers with cellular phones, a smart grid merges the power of computers with the electric grid – the electric infrastructure made up of poles, wires and substations that provides your electricity.

Why is ComEd upgrading the electric grid?
Technology has transformed our way of life, but the nation's electric grid hasn't kept up with this transformation. With a smart grid, you can expect fewer and shorter outages because ComEd can better monitor the electric grid and respond to potential problems.

How will smart meters benefit me?
You can securely access more information on your electricity use through the Internet, and then develop smarter energy habits to better manage your monthly electric bills. Smart meters also will provide access to optional pricing programs that help you save money when you voluntarily shift electricity use to times when it costs less to produce. And because smart meters automatically send meter readings to ComEd, they eliminate the need for a meter reader to visit your home. This results in lower operational costs that are fully passed on to customers.

Where will my smart meter be installed?
ComEd will install the smart meter in the same location of the existing meter.

What do I need to do?
Please make sure there is nothing blocking access to the meter, such as locked gates, locked doors, dogs or lawn furniture.

- As long as ComEd can safely access the meter at your home, you don't need to be home at the time of installation.
- If you normally have to be present to allow a meter reader access to the meter in your home, you will need to be home to allow the installer access to the meter.

What will it cost and who's paying for this?
The cost of all smart grid improvements for residential customers is about $3 per month. Smart meters are a key component of the smart grid and will comprise approximately $2 of this monthly cost. ComEd will fully pass on to customers the operational savings that result from smart meters which, over the next 20 years, are expected to be twice the amount of smart meter costs. You can more than offset the cost of smart meters by taking advantage of online energy-management tools offered by ComEd, and enrolling in optional pricing programs that will be available through ComEd or other electric suppliers.

Do smart meters keep energy usage data secure?
Yes. ComEd uses state-of-the-art cryptographic technologies, similar to those used by international banks and the U.S. Department of Defense to protect against hackers seeking access to its customers' personal information. ComEd encrypts all customer-related, energy-use data transmitted by its smart meters using methods similar to those used for online banking and ATMs.

Where can I find additional information?
Visit ComEd.com/SmartMeter or call 866-368-8326.

ComEd
An Exelon Company

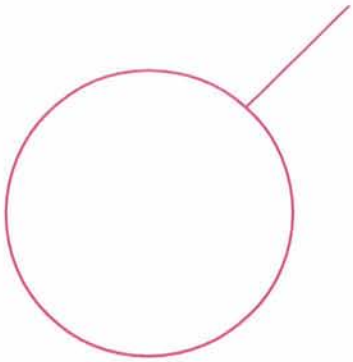
Subject: **Live Update (Blast Call) using 21st Century**

Purpose: **AMI Customer Reminder Call – 1 week prior to installation (follow up to the letter mailed 4 weeks prior to installation)**

NOTE! DELETE ALL PRIOR RECORDINGS BEFORE MAKING NEW ONES!

To record the message, call 1-888-567-5800, enter the Message ID and Admin Password, choose option 1, and follow the prompts.

- This is ComEd reminding you that we will be replacing the existing meter at your home or business with a new smart meter within the next week.
- Installation will take place between 7 a.m. and 6 p.m.... Monday through Saturday at no cost to you ... and will be performed by a uniformed meter installer from ComEd or Corix with appropriate identification.
- You will not need to be present if we can safely access the meter.
- Please remove any obstacles blocking access to the meter.
- Your service may be briefly interrupted.
- If you operate life support medical equipment at this address, or have questions, please call... 866-368-8326.
- Thank you.



SORRY WE MISSED YOU

Date: _____

Time: _____

Unfortunately, we were unable to replace the existing meter at your address with a smart meter because of a:

☐ Bush, tree or other obstacle that needs to be removed, trimmed or temporarily moved aside.

☐ Dog in the yard.

☐ Locked gate or door.

☐ Other

_____

Please correct the above condition so you can receive a new smart meter.

☐ We will attempt to replace the meter on:

Date: _____

Time: _____

☐ We will contact you to schedule an appointment.

☐ Call

_____ – _____ – _____

to reschedule your appointment over the next couple days.

For more information about how smart meters benefit you:
ComEd.com/SmartMeter

866-368-8326

Vea al dorso la versión en español. →

ComEd®
An Exelon Company

powering lives

See reverse for English. →

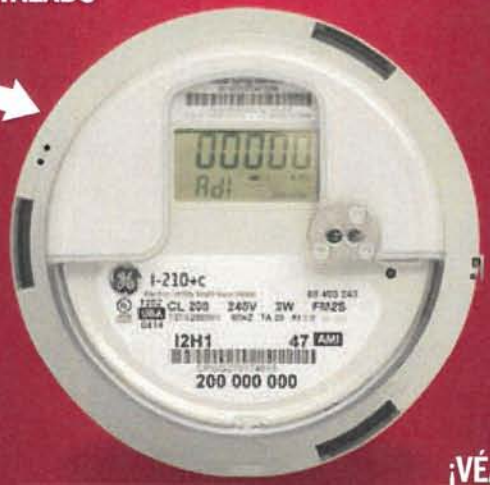
Vea al dorso la versión en español. ←

LO QUE EL NUEVO MEDIDOR INTELIGENTE LE PROPORCIONA

- Elimina casi todas las facturas estimadas
- Acceso en línea a información de consumo

EL MEDIDOR INTELIGENTE FUE INSTALADO HOY

RECIÉN INSTALADO

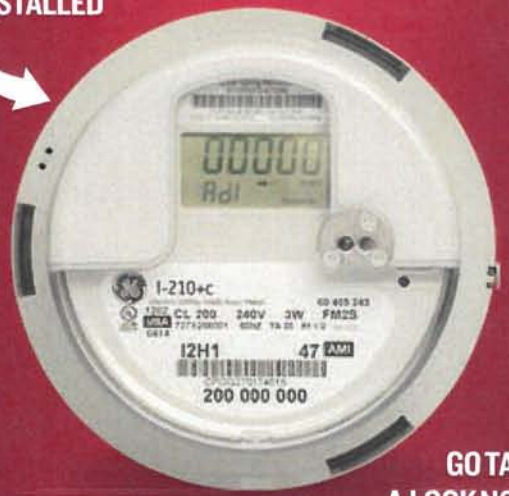


¡VÉALO AHORA MISMO!

Su servicio pudo haber sido interrumpido brevemente durante la instalación. Revise sus relojes y otros dispositivos

SMART METER INSTALLED TODAY

NEWLY INSTALLED



GO TAKE A LOOK NOW!

Your service may have been briefly interrupted

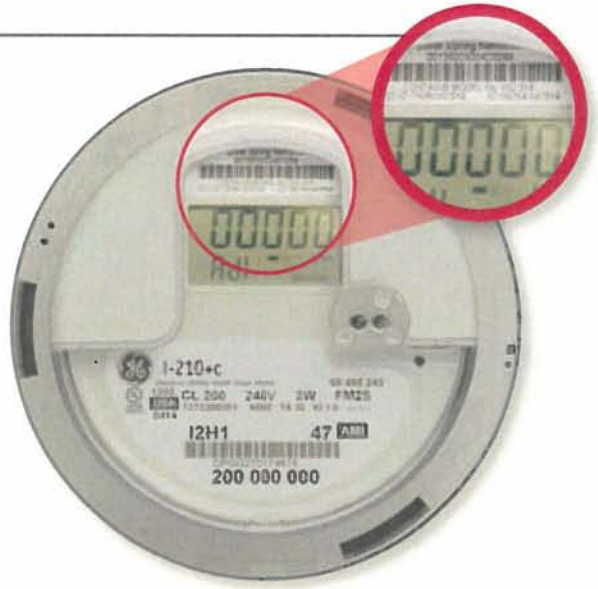
HOW TO IDENTIFY THE SMART METER.
CÓMO IDENTIFICAR EL MEDIDOR INTELIGENTE.

Take a look now.

- Smart meters are affixed with a Silver Spring Networks sticker at the top of the meter's face.
- They do not have moving dials.
- Digital displays represent usage and operational data.
- Usage information is used for calculating your bill.

Véalo ahora mismo.

- Los medidores inteligentes vienen con una etiqueta de "Silver Spring" en la parte superior del medidor.
- No tienen cuadrantes con agujas móviles.
- Visualizadores digitales representan datos de consumo y operación.
- La información de consumo de electricidad se utiliza para calcular su factura.



GET STARTED NOW.
CÓMO EMPEZAR AHORA MISMO

Receive personalized energy-savings tips based on the information you provide upon enrollment. Access hourly, daily and monthly usage information to learn how to make changes and save. Sign up for usage alerts to receive a call or email when your usage is trending higher. Also sign up for weekly emails summarizing your daily energy usage.

Log In ▶ ComEd.com/MyAccount

1. If you haven't yet, simply create a free ComEd online account using your account number.
2. After logging in, choose Use My Energy Tools from the My Usage tab.

For ComEd small business customers visit Com

WHAT TO EXPECT QUÉ LE ESPERA

COMPLETED TERMINADO	TODAY HOY MISMO	30 DAYS 30 DÍAS	2015/2016
• Meter installed	• Login to ComEd.com/MyAccount • Explore optional pricing programs with ComEd or other electric suppliers: – ComEd.com/RRTP* (Residential Real-Time Pricing or RRTP) – pluginillinois.org/SmartMeter	• Enroll in Peak Time Savings (PTS) at ComEd.com/PTS • Access online energy-management tools – View energy-usage information – Sign up for high-usage alerts and weekly energy-usage reports	• During the summer, look for ComE to announce Peak Time Savings Hours for opportunities to save

LOGIN, LEARN AND SAVE – IT'S FREE!

INGRESE, APRENDA Y AHORRE – ¡ES GRATIS!

ComEd.com/MyAccount

Have your account number ready.

Your account number is confidential information that should be kept safe or properly disposed.

0000000000000

Tenga a la mano el número de su cuenta.

El número de su cuenta es información confidencial que debe mantenerse segura o desecharse apropiadamente.

ComEd
An Exelon Company
P.O. Box 3728
Oak Brook, IL 60522-3728

LOOK WHAT YOUR HOME'S SMART METER CAN DO FOR YOU.

MIRE LO QUE EL MEDIDOR INTELIGENTE DE SU HOGAR PUEDE HACER POR USTED.

Sample A. Sample
1234 Main Street
Apt. 123
YourTown, IL 123456789

THE POLDERMAN FAMILY IS SAVING

LA FAMILIA POLDERMAN ESTÁ AHORRANDO

And you can save, too!

¡Usted también puede ahorrar!

ComEd. An Exelon Company | powering lives

"WE LOVE THE PERSONALIZED SAVING TIPS."

"NOS ENCANTAN LOS CONSEJOS DE AHORROS PERSONALIZADOS."

– The Polderman Family

The smart meter gives you access to online energy-management tools and optional pricing programs to help you save. Put them to work for you, regardless of who supplies your electricity.

El medidor inteligente le da acceso a herramientas de administración de energía en línea y programas de precio opcionales que le ayudan a ahorrar. Póngalos a trabajar para usted, sin importar cuál sea su proveedor de electricidad.

TAKE CONTROL AND SAVE NOW.*

TOME EL CONTROL Y AHORRE YA.*

Receive personalized energy-saving tips based on the information you provide upon enrollment. Access your hourly, daily and monthly electricity usage information to learn how to make changes and save. Sign up for usage alerts to receive a call or email when your usage is trending higher. Also sign up for weekly emails summarizing your daily usage.

Reciba consejos de ahorro de energía personalizados basados en la información que nos da al inscribirse. Tenga acceso a su información de consumo de energía por hora, día y mes para saber cuándo puede ahorrar. Inscríbase para recibir alertas de consumo a través de una llamada o correo electrónico en caso de que su consumo incremente. Además, inscríbase para recibir correos electrónicos semanales en los que se detalla su consumo diario.

Log In ▶

ComEd.com/MyAccount

1. If you haven't yet, simply create a free ComEd online account using your account number. (See reverse for account number.)
2. After logging in, choose Use My Energy Tools from the My Usage tab.

Inicio de sesión ▶

ComEd.com/MyAccount

1. Si no lo ha hecho todavía, simplemente cree una cuenta de ComEd en línea gratis usando su número de cuenta. (Vea su número de cuenta al reverso.)
2. Después de entrar, elija Utilizar Mis Herramientas de Energía debajo de la ficha Mi consumo.

ENROLL IN OPTIONAL PRICING PROGRAMS, TOO

INSCRÍBASE TAMBIÉN EN PROGRAMAS DE PRECIO OPCIONALES

Earn a credit on your electric bill with Peak Time Savings by using less electricity when it is most in demand.

With Residential Real-Time Pricing, save money by shifting electricity use to times when prices are lower.

Gane créditos en su factura de electricidad con Ahorros de Horas Pico limitando el consumo de energía cuando ésta tiene mayor demanda.

Con el programa Residencial de Fijación de Precios en Tiempo Real, ahorre dinero al cambiar su consumo de electricidad cuando los precios son más bajos.

Learn More ▶

ComEd.com/TakeControl

Aprende más ▶

ComEd.com/TakeControl

ComEd
An Exelon Company

powering lives

*[illegible]

**[illegible]

MMWS114

Agenda Item Executive Summary

Item Name	Brewster Creek TIF Developer Note	Committee or Board	Board

BUDGET IMPACT

Amount:	$50,001	*Budgeted*	$50,001
List what fund	Brewster Creek TIF Project		

EXECUTIVE SUMMARY

Brewster Creek Public Improvements - TIF Developer Note #4, Payout #1

ATTACHMENTS (PLEASE LIST)

Finance Memo 2016-26, dated November 8, 2016
Resolution
Memorandum of Payment
Schedule of Costs
Village Engineer letter

ACTION REQUESTED

- ☐ For Discussion Only
- ☒ Resolution
- ☐ Ordinance
- ☒ Motion

MOTION: I move to approve Resolution Number 2016-_____ A Resolution Approving of Disbursement Request for Payout No. 1 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

Staff: Todd Dowden, Acting Finance Director Date: November 8, 2016

Village of Bartlett
Finance Department Memo
2016 - 26

DATE: November 8, 2016

TO: Valerie L. Salmons, Village Administrator

FROM: Todd Dowden, Acting Finance Director

SUBJECT: Brewster Creek TIF Developer Note #4 Payout Request #1

In September 2016, the Board authorized the Village to issue Developer Note #4, not to exceed $11,500,000 to Elmhurst Chicago Stone for continuing the public improvements in the Brewster Creek TIF. Elmhurst Chicago Stone advances funds from their own sources and receives a note from the Village to get reimbursement if and when there is sufficient tax increment to do so and after all other TIF obligations are paid.

Attached is a resolution and several documents to approve the 1st developer note #4 payout request for the Brewster Creek TIF development. The total request is $50,001. The attachments are various documents required by the Village's redevelopment agreement. The attachments include:

1. Resolution Approving of Disbursement Request
2. Memorandum of Payment
3. Schedule of Costs
4. Village Engineer letter concurring with Disbursement Request

Upon approval of the resolution, the note will be executed and the amount tracked for payment as increment becomes available.

MOTION: I move to approve Resolution Number 2016-_____ A Resolution Approving of Disbursement Request for Payout No. 1 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

RESOLUTION 2016-

A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 1 FROM THE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2016 FOR THE ELMHURST CHICAGO STONE BARTLETT QUARRY REDEVELOPMENT PROJECT

WHEREAS, pursuant to the Redevelopment Agreement dated as of November 1, 1999 between the Village and Elmhurst Chicago Stone Company ("ECS"), the Village agreed to issue subordinate lien tax increment revenue notes from which certain TIF eligible expenses related to the Bartlett Quarry Redevelopment Project (the "Project Costs") are to be reimbursed according to certain procedures for payment; and

WHEREAS, the Village passed an Ordinance providing for the issue of certain Subordinate Lien Tax Increment Revenue Notes, Series 2016, in an amount not to exceed $11,500,000 (the "Series 2016 Subordinate Note"); and

WHEREAS, ECS has delivered to the Village its first Memorandum of Payment requesting that it be reimbursed the sum of $50,001.00 in Project Costs for Payout No. 1 from the Subordinate Lien Tax Increment Revenue Note; and

WHEREAS, ECS has submitted an owner's sworn statement, general contractor's sworn statement, waivers of lien, invoices and other documentation (the "Supporting Documentation") in support of its first Memorandum of Payment request in accordance with Section 12-1 of the Redevelopment Agreement to support eligible Project Costs which documentation has been reviewed and approved by the Village Engineer, and he has concurred with the Developer's Engineer that the work has been completed and materials are in place as indicated by the first Memorandum of Payment request; and

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois as follows:

SECTION ONE: The Memorandum of Payment No. 1 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2016 Subordinate Note in the sum of $50,001.00 is hereby approved.

SECTION TWO: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION THREE: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FOUR: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED November 15, 2016

APPROVED November 15, 2016

_____

Kevin Wallace, Village President

ATTEST:

_____

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2016- , enacted on November 15, 2016 and approved on November 15, 2016, as the same appeared from the official records of the Village of Bartlett.

_____

Lorna Giless, Village Clerk

DEVELOPER NOTE #4
MEMORANDUM OF PAYMENT NO. 1

Pursuant to the **REDEVELOPMENT AND FINANCING AGREEMENT** (the "Agreement") between the **VILLAGE OF BARTLETT** (the "Village") and **ELMHURST-CHICAGO STONE COMPANY** (the "Developer"), dated November 4, 1999, the Developer hereby submits a signed Memorandum of Payment pursuant to Section 12-2 of said Agreement. Attached to this Memorandum of Payment is the following:

1. Documentation which authorizes and requests partial payment; and

2. Documentation which sets forth payments by the Developer of the invoices for which partial payments is being requested; and

3. Such other documentation as is required by Section 12-1.C of the Agreement.

4. Developer requests payment in the sum of $50,001 bearing an interest rate at 7.0% per annum.

ELMHURST-CHICAGO STONE COMPANY

By: Kenneth J Lahner

Dated: 11/8/16

SCHEDULE 1

COSTS OF THE IMPROVEMENTS

EXHIBIT A

Ice Miller	**$25,000**
Bryan Mraz & Associates, PC	**$ 4,000**
V-3 Companies **Cook County Wetland Bike Path**	**$21,001**
	$50,001

BARTLETT
PUBLIC WORKS

November 9, 2016

Mr. Todd Dowden, Acting Director of Finance

RE: **DEVELOPER NOTE # 4 MEMORANDUM OF PAYMENT # 1** – RELATIVE TO THE REDEVELOPMENT AND FINANCING AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND ELMHURST CHICAGO STONE COMPANY

Dear Todd:

We are herein submitting information relative to the above referenced payment request for the redevelopment of the Elmhurst Chicago Stone Company property in Bartlett. Included as part of the documentation is:

- The **Developer Note # 4 Memorandum of Payment # 1** from Elmhurst Chicago Stone Company requesting payment in the amount of **$ 50,001.00** to reimburse itself for monies spent on the project for the period of **August 1, 2016** through **September 30, 2016**;

- An Owner's Sworn Statement listing the contractors and material suppliers with the total contract price, amounts previously paid, amount to be paid this request and the balance due on each respective contract.

We have also reviewed:

- Executed contracts, agreements for services and purchase orders;

- Contractor invoices, work completion and amounts paid or retained;

- Partial or final waivers of lien and sworn statements for each contractor or vendor receiving payment on this draw.

All documentation provided and reviewed meets the requirements of Section 12-1 of the Redevelopment and Financing Agreement between the Village of Bartlett and Elmhurst Chicago Stone Company.

We have also reviewed the certification for V3 Companies, stating that the work has been completed and materials are in place as indicated on the **Developer Note # 4 Memorandum of Payment # 1**. We have also included invoices from Ice Miller, LLP and Bryan E. Mraz and Associates, PC, for professional services. Based on periodic field observations and review of supporting documents submitted, including the invoices for professional services, we concur with the opinion of V3 Companies that the work has been completed and materials are in place as indicated in the **Developer Note # 4 Memorandum of Payment # 1**, covered by the dates August 1, 2016 through September 30, 2016.

Please contact our office if there are any questions.

Bartlett Village Engineer

Robert Allen, P.E.

cc: Dan Dinges, P.E., Director of Public Works
Kenneth Lahner, Elmhurst Chicago Stone Company
Bryan Mraz, Village Attorney

Agenda Item Executive Summary

Item Name	Brewster Creek TIF 2016 Project Fund	Committee or Board	Board

BUDGET IMPACT

Amount:	$327,405.89	*Budgeted*	$327,405.89
List what fund	Brewster Creek TIF Project		

EXECUTIVE SUMMARY

Attached is a resolution and several documents to approve the 1st payout request from the Brewster Creek TIF 2016 Project Fund. The total request is $327,405.89. The attachments are various documents required by the Village's redevelopment agreement.

ATTACHMENTS (PLEASE LIST)

Finance Department Memo 2016-25, dated November 8, 2016

Resolution

Request for Payment

Owner's Sworn Statement

Village Engineer letter

ACTION REQUESTED

- ☐ For Discussion Only
- ☑ Resolution
- ☐ Ordinance
- ☑ Motion

MOTION: I move to approve Resolution Number 2016-_____ A Resolution Approving of Request for Payment of Costs No. 1 from the Senior Lien Tax Increment Bonds, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

Staff:	Todd Dowden, Acting Finance Director	Date:	November 8, 2016

Village of Bartlett
Finance Department Memo
2016 - 25

DATE: November 8, 2016

TO: Valerie L. Salmons, Village Administrator

FROM: Todd Dowden, Acting Finance Director

SUBJECT: Brewster Creek TIF 2016 Project Fund Payout Request #1

Attached is a resolution and several documents to approve the 1st payout request from the Brewster Creek TIF 2016 Project Fund. The total request is $327,405.89. The attachments are various documents required by the Village's redevelopment agreement. The attachments include:

1. Resolution Approving of Disbursement Request
2. Request for Payment of Costs
3. Owner's Sworn Statement
4. Village Engineer letter concurring with Disbursement Request

Upon approval of the resolution, these funds will be paid to Chicago Elmhurst Stone from the 2016 Project Fund account.

MOTION: I move to approve Resolution Number 2016-_____ A Resolution Approving of Request for Payment of Costs No. 1 from the Senior Lien Tax Increment Bonds, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

RESOLUTION 2016-

A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 1 FROM THE SERIES 2016 PROJECT FUND FOR THE ELMHURST CHICAGO STONE BARTLETT QUARRY REDEVELOPMENT PROJECT

WHEREAS, pursuant to the Redevelopment Agreement dated as of November 1, 1999 between the Village and Elmhurst Chicago Stone Company ("ECS"), the Village agreed to issue tax increment revenue bonds from which certain TIF eligible expenses related to the Bartlett Quarry Redevelopment Project (the "Project Costs") are to be reimbursed according to certain procedures for payment; and

WHEREAS, the Village passed an Ordinance providing for the issue of certain Taxable Junior Lien Tax Increment Revenue Variable Rate Bonds, Series 2016, in an amount not to exceed $9,500,000 (the "Series 2016 Bonds") which created certain funds, including the "Project Fund" out of which the Project Costs are to be paid; and

WHEREAS, ECS has delivered to the Village its first Memorandum of Payment requesting that it be reimbursed the sum of $327,405.89 in Project Costs for Payout No. 1 from the Project Fund being administered by the Village; and

WHEREAS, ECS has submitted an owner's sworn statement, general contractor's sworn statement, waivers of lien, invoices and other documentation (the "Supporting Documentation") in support of its first Memorandum of Payment request in accordance with Section 12-1 of the Redevelopment Agreement to support eligible Project Costs which documentation has been reviewed and approved by the Village Engineer, and he has concurred with the Developer's Engineer that the work has been completed and materials are in place as indicated by the first Memorandum of Payment request; and

WHEREAS, the Reimbursement Agreement requires the Village to approve of each payment from the Project Fund pursuant to a prescribed form of Disbursement Request, which for Payout No. 1 is attached hereto as Exhibit A, and is in accord with ECS' Memorandum of Payment No. 1;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois as follows:

SECTION ONE: The Memorandum of Payment No. 1 of Elmhurst Chicago Stone Company requesting payment from the Series 2016 Project Fund in the sum of $327,405.89 is hereby approved.

SECTION TWO: That the Disbursement Request, dated November 8, 2016, appended hereto as Exhibit A requesting a Disbursement from the Series 2016 Project

SECTION TWO: That the Disbursement Request, dated November 8, 2016, appended hereto as Exhibit A requesting a Disbursement from the Series 2016 Project Fund in said sum of $327,405.89 is hereby approved, and the Village Finance Director and Treasurer is hereby authorized and directed to execute said Disbursement Request on behalf of the Village.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED November 15, 2016

APPROVED November 15, 2016

_____
Kevin Wallace, Village President

ATTEST:

_____
Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2016- R , enacted on November 15, 2016 and approved on November 15, 2016, as the same appeared from the official records of the Village of Bartlett.

_____

Lorna Giless, Village Clerk

REQUEST FOR PAYMENT OF COSTS
OF IMPROVEMENTS OR COSTS OF ISSUANCE

TO: Village of Bartlett
228 S. Main Street
Bartlett, Illinois 60103
Attention: James Plonczynski

RE: $9,200,000
Village of Bartlett, Cook, DuPage and Kane Counties, Illinois
Senior Lien Tax Increment Revenue Bonds Series 2016
(Bartlett Quarry Redevelopment Project)

Amount Requested: $327,405.89
Request No.: 1
Total Disbursements to Date: 0

1. Elmhurst-Chicago Stone Company (the **"Developer"**) hereby requests that the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "**Village**") pursuant to the Bond Ordinance adopted on September 6, 2016 (the **"Ordinance"**), disburse on October 25, 2016 the Amount Requested above from the Project Fund. All capitalized terms herein shall have the meanings assigned to them in the Ordinance.

2. In connection with the requested disbursement, the Village and the Developer hereby certify[ies] as follows:

(a) This written requisition is for payment of Costs of the Project in connection with the issuance of the above-referenced Bonds or reimbursement for the Costs of the Project as detailed in Schedule 1.

(b) The Developer has complied with all requirements under the Act and the Ordinance relating to the disbursement request.

(c) The Village Engineer has inspected the work for which payment is requested and has confirmed that the work for which payment is requested has been completed and payment therefore should be approved.

(d) Payment instructions sufficient to make the requested payment of $327,405.89 are set forth in Schedule 2.

(e) No portion of the disbursement was set forth in any previous request for payment.

(f) The Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS

By:_____
Its: _____

ELMHURST-CHICAGO STONE COMPANY, a Delaware corporation

By: Kenneth J Lahner
Its: V.P.

Schedule 1
OWNER'S SWORN STATEMENT TO CHICAGO TITLE INSURANCE COMPANY

Committment No.

Draw No. 38

State of Illinois, County of Du Page

THE AFFIANT, Kenneth J Lahner, being duly sworn on oath deposes and says that he is Vice President of Elmhurst Chicago Stone Company 400 West 1st Street, Elmhurst, IL 60126, owner for the premises in Du Page County, Illinois described on Exhibit A attached hereto

That, for the purposes of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of such persons, the amounts paid and the amount due or to become due to each.

NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Bryan E. Mraz & Associates 111 East Irving Park Road Roselle, IL 60172	Legal Fees	$5,000.00	$0.00	$0.00	$5,000.00	$0.00	$0.00
Faermark, Mindel & Williams LLC 1900 South Highland - Suite 100 Lombard, IL 60148	Legal Fees	$5,000.00	$0.00	$0.00	$5,000.00	$0.00	$0.00
Chapman & Cutler P O Box 71291 Chicago, IL 60694	Legal Fees	$52,000.00	$0.00	$0.00	$52,000.00	$0.00	$0.00
Terracon Consultants, Inc 135 Ambassador Drive Naperville, IL 60540-3955	Geotechnical Exploration	$14,863.93	$0.00	$0.00	$14,863.93	$0.00	$0.00
Village of Bartlett West Suburban Bank	Rounding	$289.22	$0.00	$0.00	$289.22	$0.00	$0.00
Encap, Inc 1709 Afton Road Sycamore, IL 60178	Wetlands Management	$223,555.21	$0.00	$0.00	$223,555.21	$0.00	$0.00
Planning Resources, Inc 402 West Liberty Drive Wheaton, IL 60187	Wetlands Monitoring	$70,917.03	$0.00	$0.00	$70,917.03	$0.00	$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Spitzer Road	$2,188.05	$0.00	$0.00	$2,188.05	$0.00	$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bike Path	$95,715.00	$0.00	$0.00	$95,715.00	$0.00	$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Fire Station	$16,415.90	$0.00	$0.00	$16,415.90	$0.00	$0.00
V3 Construction 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bike Path	$3,442.41	$0.00	$0.00	$3,442.41	$0.00	$0.00
V3 Construction 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Grade Spitzer Road at Fire Station	$9,741.76	$0.00	$0.00	$9,741.76	$0.00	$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bartlett Quarry Professional Surveysing	$3,546.80	$0.00	$0.00	$3,546.80	$0.00	$0.00
Lake County Grading Co, LLC P O Box L Libertyville, IL 60048	Lot 9E Mass Grading	$245,943.80	$0.00	$0.00	$245,943.80	$0.00	$0.00

NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Spitzer Road at Fire Station Paving	$45,595.00	$0.00	$0.00	$45,595.00	$0.00	$0.00
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Spitzer Road Paving	$5,367.91	$0.00	$0.00	$5,367.91	$0.00	$0.00
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Brewster Creek Blvd Ext	$8,298.24	$0.00	$0.00	$8,298.24	$0.00	$0.00
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Brewster Creek Boulevard	$381,263.38	$0.00	$0.00	$381,263.38	$0.00	$0.00
Fleming's Landscape 1828 Arabian Avenue Naperville, IL 60565	Dania Frontage Tree & Seed	$1,290.00	$0.00	$0.00	$1,290.00	$0.00	$0.00
Com Ed C/O V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Electric Service Hardt & Humbracht	$7,127.67	$0.00	$0.00	$7,127.67	$0.00	$0.00
Landworks. Ltd 751 S. Bolingbrook Drive Link #17 Bolingbrook, IL 60440	Minador Wetlands Mitigation	$107,589.34	$0.00	$0.00	$107,589.34	$0.00	$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Repair Potholes and Fire Hydrant	$3,978.50	$0.00	$0.00	$3,978.50	$0.00	$0.00
La Fayette Home Nursery RR 1 Box 1A La Fayette, IL 61449	Controlled Burn of Wetland Slopes	$7,950.00	$0.00	$0.00	$7,950.00	$0.00	$0.00
Anchor Electric 291 East St Charles Road Carol Stream, IL 60188	Humbracht Circle Ext Street Lighting	$72,152.39	$0.00	$0.00	$72,152.39	$0.00	$0.00
R-Mark Wildlife Mgt P O Box 3992 St Charles, IL 60174	Muskrat & Beaver Control	$4,075.00	$0.00	$0.00	$4,075.00	$0.00	$0.00
Pizzo and Associates, Ltd P O Box 98 136 Railroad Street Leland, IL 60531	Wetlands Management	$153,569.10	$0.00	$0.00	$153,409.36	$0.00	$159.74
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Respread Topsoil on Wetland Slopes	$2,185.00	$0.00	$0.00	$2,185.00	$0.00	$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Topographic Mapping	$10,000.00	$0.00	$0.00	$10,000.00	$0.00	$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Brewster Creek Blvd Pavement Rehab	$41,500.00	$0.00	$0.00	$41,500.00	$0.00	$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Surveying Consultiing Services	$25,078.00	$0.00	$0.00	$25,078.00	$0.00	$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Wetlands Parking	$69,425.00	$0.00	$0.00	$64,525.00	$0.00	$4,900.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9B	$25,000.00	$0.00	$0.00	$25,000.00	$0.00	$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Neenah Grates	$4,315.68	$0.00	$0.00	$4,315.68	$0.00	$0.00

NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9B Mass Grading	$449,822.50	$0.00	$0.00	$449,822.50	$0.00	$0.00
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9B, 9G, 9H, & 9I Mass Grading	$1,933,899.10	$264,382.55	$0.00	$2,198,281.65	$0.00	$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	BCBP 2015 Mass Grading - Bidding, Final Engineering, Topographic Mapping for Lots 9B,9G, 9H, 9I	$63,247.50	$0.00	$0.00	$63,247.50	$0.00	$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Brewster Creek Lot 9 Arco Murray - Final Engineering & Topographic Mapping	$71,572.50	$0.00	$0.00	$71,572.50	$0.00	$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	BCBP Lot 9 MG - Construction Management	$80,000.00	$0.00	$0.00	$80,000.00	$0.00	$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Wetlands Sanitary Sewer Grading	$33,641.75	$0.00	$0.00	$33,641.75	$0.00	$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9 Mass Grading	$41,701.81	$0.00	$0.00	$41,701.81	$0.00	$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Land Planning, Engineering & Surveying Services	$4,170.00	$0.00	$0.00	$4,170.00	$0.00	$0.00
Terracon Consultants, Inc 135 Ambassador Drive Naperville, IL 60540-3955	Lot 9B Mass Grading-Material Testing	$34,300.00	$0.00	$0.00	$14,157.50	$0.00	$20,142.50
Terracon Consultants, Inc 135 Ambassador Drive Naperville, IL 60540-3955	Lots 9B, 9G, 9H & 9I Mass Grading - Material Testing	$71,060.00	$4,193.00	$0.00	$75,253.00	$0.00	$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9 Wetland Basin Hydrologic Study and Grading Plan	$375,000.00	$0.00	$0.00	$323,000.00	**$14,000.00**	$38,000.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9C1 Mass Grading Construction Management	$175,000.00	$0.00	$0.00	$175,000.00	$0.00	$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bike Path Design	$21,000.00	$0.00	$0.00	$21,000.00	$0.00	$0.00
Geo Services, Inc. 805 Amherst Ct, Ste 204 Naperville, IL 60565-3488	Material Testing Services	$150,000.00	$48,085.00	$0.00	$180,362.50	**$17,722.50**	$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Cook Cty Land Planning	$1,802.50	$0.00	$0.00	$1,802.50	$0.00	$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Cook Cty Topo Survey	$40,000.00	$0.00	$0.00	$40,000.00	$0.00	$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Ck Cty Mass Grading Design	$35,000.00	$0.00	$0.00	$22,505.94	**$4,501.49**	$7,992.57

NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Ck Cty Wetland Bike Path	$263,560.00	$0.00	$0.00	$0.00	**$234,999.00**	$28,561.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	BCBP-Parkway Tree Design	$2,500.00	$0.00	$0.00	$2,500.00	$0.00	$0.00
Breezy Hill Nursery 7530 288th Ave Salem, WI 53168	Parkway Trees - BCB TIF	$60,271.00	$0.00	$6,027.10	$0.00	**$54,243.90**	$6,027.10
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	ComEd ROW Survey	$1,939.00	$0.00	$0.00	$0.00	**$1,939.00**	$0.00
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9C1 Mass Grading	$2,976,085.75	$617,842.30	$177,440.04	$3,371,360.67	$0.00	$222,567.38
	TOTALS	$8,609,952.73	$934,502.85	$183,467.14	$8,888,699.40	$327,405.89	$328,350.29

AMOUNT OF ORIGINAL CONTRACT	$8,609,952.73
EXTRAS TO CONTRACT	$934,502.85
TOTAL CONTRACT AND EXTRAS	$9,544,455.58
CREDITS TO CONTRACT	
ADJUSTED TOTAL CONTRACT	$9,544,455.58

WORK COMPLETED TO DATE	$9,399,572.43
LESS: 0.00% RETAINED	$183,467.14
NET AMOUNT EARNED	$9,216,105.29
NET PREVIOUSLY PAID	$8,888,699.40
NET AMOUNT OF THIS PAYMENT	**$327,405.89**
BALANCE TO BECOME DUE (Inc. Retentic	$328,350.29

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed 100% of the cost of work completed to date.

I agree to furnish Waivers of Lien for the material under my contract when demanded.

Kenneth J Lahner
Vice President

Subscribed and sworn before me this 20th day of October, 2016

The above sworn statement should be obtained by the owner before each and every payment

Notary

BARTLETT
PUBLIC WORKS

November 8, 2016

Mr. Todd Dowden, Acting Director of Finance

RE: **2016 PROJECT FUND REQUEST #1** – RELATIVE TO THE REDEVELOPMENT AND FINANCING AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND ELMHURST CHICAGO STONE COMPANY

Dear Todd:

We are herein submitting information relative to the above referenced payment request for the redevelopment of the Elmhurst Chicago Stone Company property in Bartlett. Included as part of the documentation is:

- The **2016 Project Fund Request #1** from Elmhurst Chicago Stone Company requesting payment in the amount of **$ 327,405.89** to reimburse itself for monies spent on the project for the period of **August 1, 2016** through **September 30, 2016**;

- An Owner's Sworn Statement listing the contractors and material suppliers with the total contract price, amounts previously paid, amount to be paid this request and the balance due on each respective contract.

We have also reviewed:

- Executed contracts, agreements for services and purchase orders;

- Contractor invoices, work completion and amounts paid or retained;

- Partial or final waivers of lien and sworn statements for each contractor or vendor receiving payment on this draw.

All documentation provided and reviewed meets the requirements of Section 12-1 of the Redevelopment and Financing Agreement between the Village of Bartlett and Elmhurst Chicago Stone Company.

We have also reviewed the certification of V3 Companies, Geo-Services, Inc. and Breezy Hill Nursery, stating that the work has been completed and materials are in place as indicated on the **2016 Project Fund Request #1**. Based on periodic field observations and review of supporting documents submitted, we concur with the opinion of V3 Companies, Geo-Services, Inc. and Breezy Hill Nursery, that the work has been completed and materials are in place as indicated in the **2016 Project Fund Request #1**, covered by the dates August 1, 2016 through September 30, 2016.

Please contact our office if there are any questions.

Bartlett Village Engineer

Robert Allen, P.E.

cc: Dan Dinges, P.E., Director of Public Works
Kenneth Lahner, Elmhurst Chicago Stone Company
Bryan Mraz, Village Attorney

Agenda Item Executive Summary

Item Name	2016 Estimated Property Tax Levy	Committee or Board	Board

BUDGET IMPACT

Amount:	$9,368,065	*Budgeted*	$9,368,065
List what fund	General, Police Pension, Debt Service		

EXECUTIVE SUMMARY

The Village Board discussed the proposed tax levy at the November 3rd Committee meeting. The memo before the Village Board tonight is to establish an estimated 2016 property tax levy. The next step in the process will be to conduct a public hearing on the 2016 property tax levy at the December 6, 2016 Board meeting at 7:00 PM. The 2016 property tax levy will then be approved at the December 6th Village Board meeting.

ATTACHMENTS (PLEASE LIST)

Finance Department Memo 2016-24

ACTION REQUESTED

- ☐ For Discussion Only
- ☐ Resolution
- ☐ Ordinance
- ☒ Motion
- ☐

Staff:	Todd Dowden, Acting Finance Director	Date:	November 8, 2016

MOTION: I move that the estimated 2016 property tax levy be established at $9,368,065.

Village of Bartlett
Finance Department Memo
2016 - 24

DATE: November 8, 2016

TO: Valerie L. Salmons, Village Administrator

FROM: Todd Dowden, Acting Finance Director

SUBJECT: 2016 Estimated Property Tax Levy

The Village Board discussed the proposed tax levy at the November 3rd Committee meeting. The memo before the Village Board tonight is to establish an estimated 2016 property tax levy. The next step in the process will be to conduct a public hearing on the 2016 property tax levy at the December 6, 2016 Board meeting at 7:00 PM. The 2016 property tax levy will then be approved at the December 6th Village Board meeting.

Below is a chart showing the estimated 2016 levy compared to the 2015 levy extension. The estimated property tax levy for 2016 totals $9,368,065 a 0.09% increase over the 2015 extension.

Proposed Levy Compared to Prior Year's Extension

	2016 Proposed Levy	2015 Extension	Increase (Decrease)	Percent Change
General Corporate	6,433,094	6,498,201	(65,107)	-1.00%
Police Pension	1,254,636	1,164,277	90,359	7.76%
Subtotal	7,687,730	7,662,478	25,252	0.33%
Debt Service	1,680,335	1,697,378	(17,043)	-1.00%
TOTAL	**9,368,065**	**9,359,856**	**8,209**	**0.09%**

An estimated levy must be established at least 20 days prior to adoption of the final levy, which is scheduled for December 6, 2016. Therefore, the estimated levy must be established at the November 15, 2016 Board meeting. This is a procedural matter that can be accomplished by adopting the motion below.

MOTION: I move that the estimated 2016 property tax levy be established at $9,368,065.

Agenda Item Executive Summary

Item Name	Final Parameters Bond Ordinance for Construction of Police Facility	Committee or Board	Board

BUDGET IMPACT

Amount:	$20,000,000	*Budgeted*	
List what fund	Capital Projects		

EXECUTIVE SUMMARY

At the October 4, 2016 meeting, the Finance Committee discussed the preliminary parameters bond ordinance for issuing bonds to pay for the construction of a new police facility. The Committee wanted the maximum interest rate dropped to 5% which has been incorporated in the parameters ordinance.

The attached parameters ordinance calls for a maximum amount of $16,900,000 to be issued, maximum interest rate of 5%, estimated annual debt service of $1,300,000 and final maturity in 2037.

ATTACHMENTS (PLEASE LIST)

Executive Summary

Memo 2016-23

Annual Homeowner Cost Worksheet

Parameters Bond Ordinance

ACTION REQUESTED

- ☐ For Discussion Only
- ☐ Resolution
- ☑ Ordinance
- ☑ Motion
- ☐

Staff: Todd Dowden, Acting Finance Director Date: November 7, 2016

MOTION: I MOVE TO APPROVE ORDINANCE #2016 -_____, AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED $16,900,000 GENERAL OBLIGATION BONDS, SERIES 2016, OF THE VILLAGE OF BARTLETT, DUPAGE, COOK, KANE COUNTIES, ILLINOIS, PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS, AND PROVIDING FOR THE SALE OF SAID BONDS TO THE PURCHASER THEROF.

Village of Bartlett
Finance Department Memo
2016 - 23

DATE: November 7, 2016

TO: Valerie Salmons, Village Administrator

FROM: Todd Dowden, Acting Finance Director

SUBJECT: Final Parameters Bond Ordinance

At the October 4, 2016 meeting, the Finance Committee discussed the preliminary parameters bond ordinance for issuing bonds to pay for the construction of a new Police Facility. The committee wanted the maximum interest rate dropped to 5% which has been incorporated in the parameters ordinance.

The attached parameters ordinance calls for a maximum amount of $16,900,000 to be issued, maximum interest rate of 5%, estimated annual debt service of $1,300,000 and final maturity in 2037.

Also attached is a schedule that shows the estimated cost for homeowners based on different market values. This analysis was requested by Trustee Hopkins during discussion on October 4, 2016.

MOTION: I MOVE TO APPROVE ORDINANCE #2016 -_____, AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED $16,900,000 GENERAL OBLIGATION BONDS, SERIES 2016, OF THE VILLAGE OF BARTLETT, DUPAGE, COOK, KANE COUNTIES, ILLINOIS, PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS, AND PROVIDING FOR THE SALE OF SAID BONDS TO THE PURCHASER THEROF.

Village of Bartlett
2016 GO Police Facility Bond Issue
Annual Homeowner Cost

Year		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Debt Service		$1,157,679	$1,156,174	$1,153,694	$1,155,213	$1,155,588	$1,154,076	$1,155,736	$1,155,554	$1,153,870	$1,155,418	$1,157,668
Home Value	EAV											
$100,000	$33,333	$35.57	$35.52	$35.44	$35.49	$35.50	$35.46	$35.51	$35.50	$35.45	$35.50	$35.57
$150,000	$50,000	$53.35	$53.28	$53.17	$53.24	$53.25	$53.18	$53.26	$53.25	$53.17	$53.25	$53.35
$200,000	$66,667	$71.13	$71.04	$70.89	$70.98	$71.00	$70.91	$71.01	$71.00	$70.90	$70.99	$71.13
$250,000	$83,333	$88.92	$88.80	$88.61	$88.73	$88.75	$88.64	$88.77	$88.75	$88.62	$88.74	$88.91
$300,000	$100,000	$106.70	$106.56	$106.33	$106.47	$106.51	$106.37	$106.52	$106.50	$106.35	$106.49	$106.70
$350,000	$116,667	$124.48	$124.32	$124.05	$124.22	$124.26	$124.09	$124.27	$124.25	$124.07	$124.24	$124.48
$400,000	$133,333	$142.26	$142.08	$141.77	$141.96	$142.01	$141.82	$142.03	$142.00	$141.80	$141.99	$142.26
$450,000	$150,000	$160.05	$159.84	$159.50	$159.71	$159.76	$159.55	$159.78	$159.75	$159.52	$159.74	$160.05
$500,000	$166,667	$177.83	$177.60	$177.22	$177.45	$177.51	$177.28	$177.53	$177.50	$177.25	$177.48	$177.83
$550,000	$183,333	$195.61	$195.36	$194.94	$195.20	$195.26	$195.01	$195.29	$195.25	$194.97	$195.23	$195.61
$600,000	$200,000	$213.40	$213.12	$212.66	$212.94	$213.01	$212.73	$213.04	$213.01	$212.69	$212.98	$213.40
$650,000	$216,667	$231.18	$230.88	$230.38	$230.69	$230.76	$230.46	$230.79	$230.76	$230.42	$230.73	$231.18
$700,000	$233,333	$248.96	$248.96	$248.11	$248.43	$248.51	$248.19	$248.55	$248.51	$248.14	$248.48	$248.96
$750,000	$250,000	$266.75	$266.40	$265.83	$266.18	$266.26	$265.92	$266.30	$266.26	$265.87	$266.23	$266.74
$800,000	$266,667	$284.53	$284.16	$283.55	$283.92	$284.02	$283.64	$284.05	$284.01	$283.59	$283.97	$284.53

EAV $ 1,085,000,000

EXTRACT OF MINUTES of a regular public meeting of the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, held at the Village Hall, in said Village, at 7:00 p.m., on the 15th day of November, 2016.

The Village President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, the President and the following Trustees answered physically present at said location: _____

_____

_____

The following Trustees were allowed by a majority of the Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: _____

_____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

_____

There was then a discussion of the construction of a police facility in and for the Village, and an ordinance providing for the issuance of General Obligation Bonds, Series 2016, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, authorizing the execution of one or more bond order and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds. The President then explained that the ordinance sets forth the parameters for the issuance of said bonds and sale thereof by designated officials of the District and summarized the pertinent terms of said parameters, including the

specific parameters governing the manner of sale, length of maturity, rates of interest, purchase price and tax levy for said bonds.

Thereupon, Trustee _____ presented the following ordinance:

> AN ORDINANCE providing for the issuance of not to exceed $16,900,000 General Obligation Bonds, Series 2016, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and providing for the sale of said bonds to the purchaser thereof.

(the *"Bond Ordinance"*) which was laid before the President and Board of Trustees in words and figures as follows.

Trustee _____ moved and Trustee _____ seconded the motion that the Bond Ordinance as presented be adopted.

A discussion of the matter followed.

The Acting Village President directed that the roll be called for a vote upon the motion to adopt the ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

_____

and the following Trustees voted NAY: _____.

WHEREUPON, the Acting Village President declared the motion carried and the ordinance adopted.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

_____
Village Clerk

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed $16,900,000 General Obligation Bonds, Series 2016, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and providing for the sale of said bonds to the purchaser thereof.

Adopted by the President and Board of Trustees on the 15th day of November, 2016.

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ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed $16,900,000 General Obligation Bonds, Series 2016, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and providing for the sale of said bonds to the purchaser thereof.

WHEREAS, the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois (the *"Village"*), pursuant to the provisions of Section 6 of Article VII of the 1970 Constitution of the State of Illinois, is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to the provisions of said Section 6, the Village has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the President and Board of Trustees of the Village (the *"Corporate Authorities"*) have heretofore, and it hereby is, determined that it is advisable and necessary and in the public interest of the residents of the Village that the Village construct a police facility, together with all necessary land and rights in land, professional, legal, engineering, electrical, financial and other services, costs of borrowing, reserves, capitalized interest, if any, and other related costs (collectively, the *"2016 Project"*); and

WHEREAS, the estimated costs of the 2016 Project are not less than $20,000,000 and investment earnings thereon; and

WHEREAS, the Village has insufficient funds on hand and lawfully available to pay the costs of the 2016 Project, and it will be necessary to borrow said amount of not to exceed $16,900,000 to pay the same, and in evidence of such borrowing to issue General Obligation

Bonds of the Village in the aggregate principal amount of not to exceed $16,900,000 (the *"Bonds"* as further defined herein); and

WHEREAS, the Corporate Authorities have heretofore and it hereby is determined that it is advisable and necessary that such indebtedness be incurred in accordance with the Act as hereinafter defined, and without submitting the question of incurring such indebtedness to the electors of the Village for their approval:

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Definitions. In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Ordinance shall have the following meanings, unless, in either case, the context or use clearly indicates another or different meaning is intended:

A. The following words and terms are as defined in the preambles.

Bonds

Corporate Authorities

2016 Project

Village

B. The following words and terms are defined as set forth.

"Act" means the Illinois Municipal Code, as supplemented and amended, and the home rule powers of the Village under Section 6 of Article VII of the Illinois Constitution of 1970. In the event of conflict between the provisions of said code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said code.

"Bond" or *"Bonds"* means one or more, as applicable, of the General Obligation Bonds, Series 2016, authorized to be issued by this Ordinance.

"Bond Fund" means the Bond Fund established and defined in (Section 13 of) this Ordinance.

"Bond Moneys" means the Pledged Taxes, any other moneys deposited into the Bond Fund and investment income earned in the Bond Fund.

"Bond Register" means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

"Bond Registrar" means a bank or trust company having trust powers with an office located in the State of Illinois, or a successor thereto or a successor designated as Bond Registrar hereunder.

"Bond Order" means the Bond Order and Notification of Sale to be executed by the Designated Officers as hereinafter provided and setting out final details of the Bonds as hereinafter provided.

"Code" means the Internal Revenue Code of 1986, as amended.

"County Clerks" means the respective County Clerks of The County of DuPage, Illinois, The County of Cook, Illinois, and The County of Kane, Illinois.

"Depository" means The Depository Trust Company, New York, New York, or successors or assigns duly qualified to act as a securities depository for the Bonds.

"Designated Officers" means the Village President, Clerk, Treasurer and Finance Director or designee, or any of them acting together.

"Ordinance" means this Ordinance, numbered as set forth on the title page hereof, passed by the Corporate Authorities on the 15th day of November, 2016.

"Paying Agent" means a bank or trust company having trust powers with an office located in the State of Illinois, or a successor thereto or a successor designated as Paying Agent hereunder.

"Pledged Taxes" means the taxes levied on the taxable property within the Village to pay principal of and interest on the Bonds as made in (Section 10 of) this Ordinance.

"Private Business Use" means any use of the 2016 Project by any person other than a state or local government unit, including as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (iii) any other similar arrangement, agreement or understanding, whether written or oral, except for use of the 2016 Project on the same basis as the general public. Private Business Use includes any formal or informal arrangement with any person other than a state or local governmental unit that conveys special legal entitlements to any portion of the 2016 Project that is available for use by the general public or that conveys to any person other than a state or local governmental unit any special economic benefit with respect to any portion of the 2016 Project that is not available for use by the general public.

"Purchase Price" means the price to be paid for each series the Bonds, as set forth in the Bond Order, which shall be not less than 98.0% of the par amount of such series of Bonds (without regard to original issue discount, if any, or original issue premium, if any).

"Purchaser" means, for any series of Bonds issued hereunder, the initial purchaser of such series of Bonds, as set forth in the Bond Order.

"Record Date" means the 15th day of the month of the month next preceding any regular interest payment date and the 15th day next preceding any interest payment date occasioned by a redemption of Bonds on other than a regularly scheduled interest payment date.

"Tax-exempt" means, with respect to the Bonds, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes, and as not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations, but as taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations.

"Term Bonds" means Bonds which are subject to mandatory redemption prior to maturity by operation of the Bond Fund.

Section 2. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and do incorporate them into this Ordinance by this reference.

Section 3. Determination To Issue Bonds. It is necessary and in the best interests of the Village to provide for the 2016 Project, to pay all related costs and expenses incidental thereto, and to borrow money and issue the Bonds for such purposes. It is hereby found and determined that such borrowing of money pertains to the government and affairs of the Village, is necessary for the welfare of the government and affairs of the Village, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details. For the purpose of providing for the payment of the costs of the 2016 Project and to pay all related costs and expenses incidental thereto, the Bonds, if issued, shall be issued in an amount not to exceed $16,900,000, as set forth in the Bond Order. The Bonds shall be designated *"General Obligation Bonds, Series 2016"* or such other series designation set forth in the Bond Order. The Bonds shall be in fully registered form, be dated the date of delivery thereof as set forth in the Bond Order (the *"Dated Date"*), and shall also bear the date of authentication thereof. The Bonds shall be in denominations of $5,000 or integral

multiples thereof (but no single Bond shall represent principal maturing on more than one date), shall be numbered consecutively in such fashion as shall be determined by the Bond Registrar and shall become due and payable (subject to provisions for Term Bonds and right of prior redemption as hereinafter stated) on January 1 of each of the years (not later than 2037), in the amounts (not exceeding $1,300,000 per year) and bearing interest at the rates percent per annum (not exceeding 5.00% per annum) as set forth in the Bond Order.

Each Bond shall bear interest from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on January 1 and July 1 of each year, commencing on the date set forth in the Bond Order. Interest on each Bond shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date or at such other address furnished in writing by such person to the Bond Registrar or as may otherwise be agreed by the Village and the Depository. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal office maintained for the purpose by the Paying Agent or at successor Paying Agent and locality.

The full faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds. The Bonds shall be direct and general obligations of the Village, and the Village shall be obligated to levy ad valorem taxes upon all the taxable property in the Village for the payment of the Bonds and the interest thereon, without limitation as to rate or amount.

Section 5. Execution; Authentication. The Bonds shall be executed on behalf of the Village by the manual or duly authorized facsimile signature of its Village President (or Acting Village President) and attested by the manual or duly authorized facsimile signature of its Village Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 6. Redemption. (A) OPTIONAL REDEMPTION. All or a portion of the Bonds due on and after the date, if any, specified in the Bond Order shall be subject to redemption prior to maturity at the option of the Village from any available funds, as a whole or in part, and if in part in integral multiples of $5,000 in any order of their maturity as determined by the Village (less than all of the Bonds of a single series and maturity to be selected by the Bond Registrar), on the date specified in the Bond Order, and on any date thereafter, at the redemption prices

(expressed as a percentage of the principal amount redeemed) plus accrued interest to the date fixed for redemption, if applicable, as set forth in the Bond Order.

(B) TERM BONDS. The Bonds maturing on the date or dates, if any, indicated in the Bond Order are subject to mandatory redemption, in integral multiples of $5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date for the Bonds, on January 1 of the years, if any, and in the principal amounts, if any, as indicated in the Bond Order.

The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the Village may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Board shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

Section 7. Redemption Procedure. The Bonds subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows.

1. *Redemption Notice.* For a mandatory redemption of Term Bonds, the Bond Registrar shall proceed to redeem the Term Bonds without any further order or direction from the Village whatsoever. For an optional redemption, the Village shall, at least 45 days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the principal amount and maturities of Bonds to be redeemed.

2. *Selection of Bonds within a Maturity.* For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided,* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any $5,000 Bond or $5,000 portion of a Bond shall be as likely to be called for redemption as any other such $5,000 Bond or $5,000 portion. The Bond Registrar shall make such selection (1) upon or prior to the time of the giving of official notice of redemption, or (2) in the event of a refunding or defeasance, upon advice from the Village that certain Bonds have been refunded or defeased and are no longer Outstanding as defined.

3. *Official Notice of Redemption.* The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed. Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class U.S. mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All official notices of redemption shall include the name of the Bonds and at least the information as follows:

(a) the redemption date;

(b) the redemption price;

(c) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and

(e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office designated for that purpose of the Bond Registrar.

4. *Conditional Redemption.* Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

5. *Bonds Shall Become Due.* Official notice of redemption having been given as described, the Bonds or portions of Bonds so to be redeemed shall, subject to the stated condition in paragraph (4) immediately preceding, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date

(unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.

6. *Insufficiency in Notice Not Affecting Other Bonds; Failure to Receive Notice; Waiver.* Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. *In lieu of the foregoing official notice, so long as the Bonds are held in book entry form, notice may be given as provided in the Representation Letter, and the giving of such notice shall constitute a waiver by DTC and the book entry owner, as registered owner, of the foregoing notice. After giving proper notification of redemption to the Bond Registrar, as applicable, the Village shall not be liable for any failure to give or defect in notice.*

7. *New Bond in Amount Not Redeemed.* Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or

Bonds of like tenor, of Authorized Denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

8. *Effect of Nonpayment upon Redemption.* If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall become due and payable on demand, as aforesaid, but, until paid or duly provided for, shall continue to bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption.

9. *Bonds to Be Cancelled; Payment to Identify Bonds.* All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

10. *Additional Notice.* The Village agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, the Government Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; *provided, however,* that such additional notice shall be (1) advisory in nature, (2) solely in the discretion of the Village (unless a separate agreement shall be made), (3) not be a condition precedent of a valid redemption or a part of the Bond contract, and (4) any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for which proper official notice shall have been given. Reference is also made to the provisions of the Continuing Disclosure Undertaking of the Village with

respect to the Bonds, which may contain other provisions relating to notice of redemption of Bonds.

11. *Bond Registrar to Advise Village.* As part of its duties hereunder, the Bond Registrar shall prepare and forward to the Village a statement as to notices given with respect to each redemption together with copies of the notices as mailed.

Section 8. Book-Entry Provisions; Registration and Exchange or Transfer of Bonds; Persons Treated as Owner. (A) BOOK-ENTRY PROVISIONS. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each Series and maturity bearing the same interest rate. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of the Depository or a designee or nominee of the Depository (such depository or nominee being the *"Book Entry Owner"*). Except as otherwise expressly provided, all of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of the Book Entry Owner (and accordingly in Book Entry Form as such term is used in this Ordinance). Any Village officer, as representative of the Village, is hereby authorized, empowered, and directed to execute and deliver or utilize a previously executed and delivered Letter of Representations or Blanket Letter of Representations (either being the *"Letter of Representations"*) substantially in the form common in the industry, or with such changes therein as the officer executing the Letter of Representations on behalf of the Village shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes, as shall be necessary to effectuate Book Entry Form. Without limiting the generality of the authority given with respect to entering into such Letter of Representations, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and

practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of the Book Entry Owner, none of the Village, any Village officer, or the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a *"Depository Participant"*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the Village, any Village officer, and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as otherwise expressly provided in the Letter of Representations, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that (a) the Village determines that the Depository is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the agreement among the Village, the Bond Registrar, and the Depository evidenced by the Letter of Representations shall be terminated for any reason, or (c) the Village determines that it is in the best interests of the Village or of the beneficial owners of the Bonds either that they be able to obtain certificated Bonds or that another depository is preferable, the Village shall notify the Depository and the Depository shall notify the Depository Participants of the availability of Bond certificates, and

the Bonds (of a given Series if applicable) shall no longer be restricted to being registered in the Bond Register in the name of the Book Entry Owner. Alternatively, at such time, the Village may determine that the Bonds of such Series shall be registered in the name of and deposited with a successor depository operating a system accommodating Book Entry Form, as may be acceptable to the Village, or such depository's agent or designee, but if the Village does not select such alternate book entry system, then the Bonds of such Series shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(B) REGISTRATION. The Village shall cause the Bond Register to be kept at the office of the Bond Registrar maintained for such purpose, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village shall prepare, and the Bond Registrar or such other agent as the Village may designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds. Subject to the provisions of this Ordinance relating to the Bonds in Book Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office of the Bond Registrar maintained for the purpose, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the

Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or any portion of which has been called for redemption. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however,* the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Section 9. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF BOND - FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF DUPAGE, COOK AND KANE
VILLAGE OF BARTLETT
GENERAL OBLIGATION BOND, SERIES 2016

See Reverse Side for Additional Provisions

Interest Rate: ____%	Maturity Date: January 1, 20__	Dated Date: _____, 2016	CUSIP: _____

Registered Owner: CEDE & CO.

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the *"Village"*), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above (subject to right of prior redemption), the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on January 1 and July 1 of each year, commencing _____ 1, 20__, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal office maintained for the purpose by _____, _____, _____, as paying agent (the *"Paying Agent"*). Payment of interest shall be made to the Registered Owner hereof as shown

on the registration books of the Village maintained by _____, _____, _____, as bond registrar (the *"Bond Registrar"*), at the close of business on the applicable Record Date (the *"Record Date"*). The Record Date shall be the 15th day of the month next preceding any regular interest payment date and the 15th day preceding any interest payment date occasioned by a redemption of Bonds on other than a regularly scheduled interest payment date. Interest shall be paid by check or draft of the Paying Agent, payable upon presentation in lawful money of the United States of America, delivered to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the Village and The Depository Trust Company, as depository, or nominee, or successor or assigns, as long as this Bond shall remain in book-entry only form as provided.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Village sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, by its President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Village President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

_____
Village President, Village of Bartlett
DuPage, Cook and Kane Counties, Illinois

ATTEST:

_____
Village Clerk, Village of Bartlett
DuPage, Cook and Kane Counties, Illinois

[SEAL]

Date of Authentication: _____, 20__

CERTIFICATE
OF
AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Bonds, Series 2016, having a Dated Date of _____, 2016, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois.

_____,
as Bond Registrar

By_____
Authorized Officer

Bond Registrar and Paying Agent:
_____
_____, _____

[FORM OF BOND - REVERSE SIDE]

This bond is one of a series of bonds (the *"Bonds"*) in the aggregate principal amount of $_____ issued by the Village for the purpose of paying the costs of the 2016 Project and of paying expenses incidental thereto, all as described and defined in the ordinance authorizing the Bonds (the *"Ordinance"*), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the 1970 Constitution of the State of Illinois (such code and powers being the *"Act"*), and with the Ordinance, which has been duly passed by the President and Board of Trustees, signed by the Village President, and published, in all respects as by law required.

This Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance. Upon surrender for transfer or exchange of this Bond at the principal office maintained for the purpose by the Bond Registrar in Chicago, Illinois, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the Registered Owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bonds coming due on and after January 1, 20__, are subject to redemption prior to maturity on January 1, 20__, and any date thereafter, from any available monies, in whole or in part, and if in part, in such principal amounts and from such maturities as the Village shall

determine, at a redemption price of par plus accrued interest to the date fixed for redemption, and as otherwise provided in the Ordinance.

The Village, the Bond Registrar and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Village, the Bond Registrar and the Paying Agent shall not be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

	Here insert Social Security Number, Employer Identification Number or other Identifying Number

_____

_____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

_____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 10. Tax Levy. A. PLEDGED TAXES LEVIED. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable

property within the Village, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose; and there is hereby levied on all of the taxable property in the Village, in addition to all other taxes, the direct annual taxes for the years and in the amounts as follows (the *"Pledged Taxes"*):

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE DOLLAR SUM OF:	
2016	$1,400,000.00	for principal and interest to and including January 1, 2018
2017	$1,400,000.00	for principal and interest
2018	$1,400,000.00	for principal and interest
2019	$1,400,000.00	for principal and interest
2020	$1,400,000.00	for principal and interest
2021	$1,400,000.00	for principal and interest
2022	$1,400,000.00	for principal and interest
2023	$1,400,000.00	for principal and interest
2024	$1,400,000.00	for principal and interest
2025	$1,400,000.00	for principal and interest
2026	$1,400,000.00	for principal and interest
2027	$1,400,000.00	for principal and interest
2028	$1,400,000.00	for principal and interest
2029	$1,400,000.00	for principal and interest
2030	$1,400,000.00	for principal and interest
2031	$1,400,000.00	for principal and interest
2032	$1,400,000.00	for principal and interest
2033	$1,400,000.00	for principal and interest
2034	$1,400,000.00	for principal and interest
2035	$1,400,000.00	for principal and interest

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes herein levied; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The Village covenants and agrees with the Purchaser and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and

collect the foregoing tax levy. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

To the extent that the taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Bond Order, the Corporate Authorities are hereby authorized to direct the abatement of such taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on the Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerks in a timely manner to effect such abatement.

B. PROVISIONS FOR ABATEMENT. Whenever other funds from any lawful source are or have been determined that they will be available in timely for the purpose of paying any principal of or interest on the Bonds, so as to enable the abatement of the taxes levied herein for the payment of same, the Corporate Authorities shall, by proper proceedings, direct the abatement of the Pledged Taxes by such amount. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerks in a timely manner to effect such abatement.

Section 11. Filing with County Clerks. Promptly, as soon as this Ordinance becomes effective, a copy hereof, certified by the Village Clerk, shall be filed with the County Clerks; and said County Clerks shall in and for each of the years set forth hereinabove ascertain the rate percent required to produce the aggregate tax hereinbefore provided to be levied in each of said years; and said County Clerks shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general corporate purposes of the Village; and in said years such annual tax shall be levied and collected by and for and on behalf

of the Village in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

Section 12. Sale of Bonds. The Designated Officers are hereby authorized to proceed, without any further authorization or direction whatsoever from the Corporate Authorities, to sell and deliver the Bonds, in one or more series, upon the terms as prescribed in this Section, pursuant to one or more Bond Orders. Each series of Bonds shall be sold and delivered to the Purchaser at the Purchase Price, plus accrued interest to the date of delivery, if any. Each such sale shall be made upon the advice (in the form of a written certificate or report) of the Village's financial advisors that the terms of the Bonds are fair and reasonable in view of current conditions in the bond markets. Nothing in this Section shall require the Designated Officers to sell any of the Bonds if in their judgment, aided by the Village's financial advisors, the conditions in the bond markets shall have deteriorated from the time of adoption thereof or the sale of all or any portion of the Bonds shall for some other reason not be deemed advisable, but the Designated Officers shall have the authority to sell the Bonds in any event so long as the limitations set forth in this Ordinance and the conditions of this Section shall have been met. As a further exercise of this authority, the Designated Officers may sell the Bonds in more than one series; and, in such event, shall be authorized to change the name of the Bonds for each such series so that such series may properly be identified separately. Further, in such event, the provisions for registration, redemption and exchange of Bonds shall be read as applying to Bonds only of each series, respectively, and not as between series. Upon the sale of the Bonds or any series of the Bonds, the Designated Officers and any other officers of the Village as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the Bond Order, Preliminary Official Statement, Official Statement, Purchase Contract, a tax exemption

certificate and agreement as prepared by Bond Counsel (a *"Tax Certificate"*), and certain further closing documents. The Designated Officers must find and determine in the Bond Order that no person holding any office of the Village either by election or appointment, is in any manner financially interested either directly, in his or her own name, or indirectly in the name of any other person, association, trust or corporation in said Purchase Contract with the Purchasers for the purchase of the Bonds. The distribution of the Preliminary Official Statement relating to the Bonds is hereby in all respects authorized and approved, and the proposed use by the Purchasers of an Official Statement (in substantially the form of the Preliminary Official Statement but with appropriate variations to reflect the final terms of the Bonds) is hereby approved. The Designated Officers shall execute a Purchase Contract for the sale of each series of Bonds to the Purchasers in the form approved by the attorney for the Village. Upon the sale of the Bonds, the Designated Officers shall prepare the Bond Order, which shall include the pertinent details of sale as provided herein, and such shall be entered into the records of the Village and made available to the President and Board of Trustees at the next public meeting thereof. The Designated Officers shall also file with the County Clerks the Bond Order or like document including a statement of taxes. The authority granted in this Ordinance to the Designated Officers to sell Bonds as provided herein shall expire on April 4, 2017.

The Designated Officers are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, said final Official Statement, the Tax Certificate and the Bonds.

Section 13. Creation of Funds and Appropriations.

A. There is hereby created the *"General Obligation Bonds, Series 2016 Bond Fund"* (the *"Bond Fund"*), which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest, if any, and capitalized interest received upon delivery of the Bonds shall be deposited into the Bond Fund and be applied to pay first interest coming due on the Bonds.

B. The Pledged Taxes shall either be deposited into the Bond Fund and used solely and only for paying the principal of and interest on the Bonds or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on the Bonds prior to receipt of Pledged Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Corporate Authorities, transferred to such other fund as may be determined. The Village hereby pledges, as equal and ratable security for the Bonds, all present and future proceeds of the Pledged Taxes on deposit in the Bond Fund for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the Corporate Authorities to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the Village, as described in the preceding sentence.

C. From the principal proceeds of the Bonds, the sum necessary, as determined by the Designated Officers, shall be used to pay costs of the 2016 Project and to that end shall be deposited into a separate and segregated account of the Village, hereby created, and to be known as the *"2016 Project Fund"* (the *"Project Fund"*). Monies on deposit in and to the credit of the Project Fund shall be disbursed from time to time as needed by the Finance Director, without further official action or direction of the Corporate Authorities, in accordance with normal

Village procedures for disbursements of corporate funds for capital projects. Upon the completion of the 2016 Project, as certified to the Finance Director by the architect or engineer in responsible charge of the 2016 Project, remaining funds, if any, on deposit in and to the credit of the Project Fund shall be transferred by the Finance Director, without further official action of or direction by the Corporate Authorities, to the Bond Fund. Monies on deposit in and to the credit of the Project Fund may be (a) advanced to the Bond Fund in anticipation of the receipt of Pledged Taxes as necessary in order to assure the timely payment of principal of and interest on the Bonds and (b) invested by the Finance Director in any investments lawful under Illinois law for Village funds, each without further official action of or direction by the Corporate Authorities.

Alternatively, the Village may deposit from the principal proceeds of the Bonds, the sum necessary, as determined by the Designated Officers, to be used to pay costs of the 2016 Project into the existing Capital Projects Fund of the Village and assign thereto a separate project number in accordance with customary Village procedures for capital improvement projects, and the Project Fund shall be deemed to consist of said proceeds *provided, however,* that the hereinabove stated provisions for the Project Fund shall in all other respects be in effect.

D. Accrued interest, and capitalized interest, if any, received upon the sale of the Bonds shall be deposited in the Bond Fund. The sum necessary, as determined by the Designated Officers, of the principal proceeds of the Bonds shall be deposited into a separate and segregated fund, hereby created, to be known as the *"2016 Expense Fund"* (the *"Expense Fund"*) and shall be disbursed upon the delivery of the Bonds or be used by the Finance Director to pay costs of issuance of the Bonds in accordance with normal Village disbursement procedures (which may include direction to the Purchaser to pay such expenses directly on the date the Bonds are delivered). Any funds remaining to the credit of the Expense Fund on the

date which is three months following the date of delivery of the Bonds shall be transferred by the Finance Director to the Bond Fund.

Section 14. Reimbursement. None of the proceeds of the Bonds will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the Village prior to the date hereof except architectural or engineering costs incurred prior to commencement of any of the construction of the Infrastructure (as hereinafter defined) or expenditures for which an intent to reimburse it as properly declared under Treasury Regulations Section 1.150-2. This Ordinance is in itself a declaration of official intent under Treasury Regulations Section 1.150-2 as to all costs of the Infrastructure paid after the date hereof and prior to issuance of the Bonds.

Section 15. Not Private Activity Bonds. None of the Bonds is a *"private activity bond"* as defined in Section 141(a) of the Code. In support of such conclusion, the Village certifies, represents and covenants as follows:

A. No direct or indirect payments are to be made on any Bond with respect to any Private Business Use by any person other than a state or local governmental unit.

B. None of the proceeds of the Bonds is to be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

C. No user of the improvements to the general public capital infrastructure financed with the proceeds of the Bonds (the *"Infrastructure"*) other than the Village or another governmental unit will use the same on any basis other than the same basis as the general public; and no person other than the Village or another governmental unit will be a user of the Infrastructure as a result of (i) ownership or (ii) actual or beneficial use pursuant to a lease, a management or incentive payment contract, or (iii) any other arrangement.

Section 16. Registered Form. The Village recognizes that Section 149 of the Code requires the Bonds to be issued and to remain in fully registered form in order to be and remain Tax-exempt. In this connection, the Village agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 17. Further Tax Covenants. The Village agrees to comply with all provisions of the Code which, if not complied with by the Village, would cause the Bonds not to be Tax-exempt. In furtherance of the foregoing provisions, but without limiting their generality, the Village agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants and assurances contained in certificates or agreements as may be prepared by counsel approving the Bonds; (c) to consult with such counsel and to comply with such advice as may be given; (d) to file such forms, statements and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Village in such compliance.

The Village further certifies and covenants as follows with respect to the requirements of Section 148(f) of the Code, relating to the rebate of "excess arbitrage profits" (the *"Rebate Requirement"*) to the United States:

A. Unless an applicable exception to the Rebate Requirement is available to the Village, the Village will meet the Rebate Requirement.

B. Relating to applicable exceptions, the Designated Officers are hereby authorized to make such elections under the Code as either such officer shall deem reasonable and in the best interests of the Village. If such election may result in a

"penalty in lieu of rebate" as provided in the Code, and such penalty is incurred (the *"Penalty"*), then the Village shall pay such Penalty.

C. The officers of the Village shall cause to be established, at such time and in such manner as they may deem necessary or appropriate hereunder, a "2016 General Obligation Bonds Rebate [or Penalty, if applicable] Fund" (the *"148 Compliance Fund"*) for the Bonds, and such officers shall further, not less frequently than annually, cause to be transferred to the 148 Compliance Fund the amount determined to be the accrued liability under the Rebate Requirement or Penalty. Said officers shall cause to be paid to the U.S., without further order or direction from the Corporate Authorities, from time to time as required, amounts sufficient to meet the Rebate Requirement or to pay the Penalty.

D. Interest earnings in the Bond Fund are hereby authorized to be transferred, without further order or direction from the Corporate Authorities, from time to time as required, to the 148 Compliance Fund for the purposes herein provided; and proceeds of the Bonds and other funds of the Village are also hereby authorized to be used to meet the Rebate Requirement or to pay the Penalty, but only if necessary after application of investment earnings as aforesaid and only as appropriated by the Corporate Authorities.

The Village also certifies and further covenants with the Purchaser and registered owners of the Bonds from time to time outstanding that moneys on deposit in any fund or account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other source, will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Code Section 148 and any lawful regulations promulgated thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised.

Section 18. Opinion of Counsel Exception. The Village reserves the right to use or invest moneys in connection with the Bonds in any manner, notwithstanding the tax-related covenants set forth (in Sections 15 through 17) herein, provided it shall first have received an opinion from an attorney or a firm of attorneys of nationally recognized standing as bond counsel to the effect that use or investment of such moneys as contemplated is valid and proper under applicable law and this Ordinance and, further, will not adversely affect the Tax-exempt status for the Bonds.

Section 19. Rights and Duties of Bond Registrar and Paying Agent. If requested by the Bond Registrar or the Paying Agent, or both, any Designated Officer of the Village is authorized to execute such forms of agreements between the Village and the Bond Registrar or Paying Agent with respect to the obligations and duties of the Bond Registrar or Paying Agent hereunder as shall be approved by the Village Attorney. In addition to the terms of any such agreements and subject to modification thereby, the Bond Registrar and Paying Agent by acceptance of duties hereunder agree:

(a) to act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein;

(b) as to the Bond Registrar, to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential to the extent permitted by law;

(c) as to the Bond Registrar, to give notice of redemption of Bonds as provided herein;

(d) as to the Bond Registrar, to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) as to the Bond Registrar, to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The Village Clerk of the Village is hereby directed to file a certified copy of this Ordinance with the Bond Registrar and the Paying Agent.

Section 20. Defeasance. Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums been deposited with the Paying Agent to pay all principal thereof and interest due thereon, or (c) for which sufficient U.S. funds and direct non-callable U.S. Treasury obligations have been deposited with the Paying Agent or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on Bonds when due at maturity, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Bond Moneys hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the Tax-exempt status of the Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not.

Section 21. Continuing Disclosure Undertaking. The President or the Village Clerk of the Village is hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure Undertaking (the *"Continuing Disclosure Undertaking"*) in customary form as provided by Bond Counsel and as heretofore executed by the Village, or with such changes therein as the officer executing the Continuing Disclosure Undertaking on behalf of the Village shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such changes. When the Continuing Disclosure Undertaking is executed and

delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on the Village and the officers, employees and agents of the Village, and the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 22. Municipal Bond Insurance. In the event the payment of principal of and interest on the Bonds is insured pursuant to a Municipal Bond Insurance Policy issued by a bond insurer (a *"Bond Insurer"*), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by the President of the Village on advice of counsel, his or her approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this Section.

Section 23. Publication of Ordinance. A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Corporate Authorities.

Section 24. Superseder; Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded. This Ordinance shall be in full force and effect immediately upon its passage and approval.

AYES: _____

_____

NAYS: _____

ABSENT: _____

ADOPTED: The 15th day of November, 2016

APPROVED: November 15, 2016

_____
Village President, Village of Bartlett
DuPage, Cook and Kane Counties, Illinois

Recorded in Village Records: November __, 2016.

Published in pamphlet form by authority of the Corporate Authorities on November __, 2016.

ATTEST:

_____
Village Clerk, Village of Bartlett
DuPage, Cook and Kane Counties, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois (the *"Village"*), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Village and of the President and Board of Trustees (the *"Corporate Authorities"*) thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 15th day of November, 2016, insofar as the same relates to the adoption of an ordinance, numbered _____, entitled:

> AN ORDINANCE providing for the issuance of not to exceed $16,900,000 General Obligation Bonds, Series 2016, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and providing for the sale of said bonds to the purchaser thereof.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; that an agenda for said meeting (the *"Agenda"*) was posted at the location where the meeting was held on a day which was not a Saturday, Sunday or legal holiday for Illinois municipalities and not less than 96 hours prior to holding the meeting, that the Agenda described or made reference to said ordinance; that a true, correct and complete copy of the Agenda as so posted is attached hereto, and that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code, except as validly superseded by the home rule authorities of the Village, and with all of the procedural rules of the Corporate Authorities in the adoption of said ordinance and the fixing of the Agenda.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village this 15th day of November, 2016.

_____
Village Clerk

[SEAL]

[VILLAGE CLERK TO ATTACH AGENDA]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois (the *"Village"*), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the *"Corporate Authorities"*) thereof.

I do further certify that on the ____ day of November, 2016, there was published in pamphlet form, by authority of the Corporate Authorities, a true, correct and complete copy of Ordinance Number _____ of the Village providing for the issuance of General Obligation Bonds, Series 2016, of the Village and that said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village this ____ day of November, 2016.

_____
Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such officer I do hereby certify that on the ____ day of _____, 2016, there was filed in my office a properly certified copy of Ordinance Number _____, passed by the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, on the 15th day of November, 2016, and entitled:

> AN ORDINANCE providing for the issuance of not to exceed $16,900,000 General Obligation Bonds, Series 2016, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and providing for the sale of said bonds to the purchaser thereof.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Cook, Illinois, this ____ day of _____, 2016.

_____
County Clerk of The County
of Cook, Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of DuPage, Illinois, and as such officer I do hereby certify that on the ___ day of _____, 2016, there was filed in my office a properly certified copy of Ordinance Number _____, passed by the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, on the 15th day of November, 2016, and entitled:

> AN ORDINANCE providing for the issuance of not to exceed $16,900,000 General Obligation Bonds, Series 2016, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and providing for the sale of said bonds to the purchaser thereof.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of DuPage, Illinois, this ____ day of _____, 2016.

_____
County Clerk of The County
of DuPage, Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Kane, Illinois, and as such officer I do hereby certify that on the ____ day of _____, 2016, there was filed in my office a properly certified copy of Ordinance Number _____, passed by the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, on the 15th day of November, 2016, and entitled:

> AN ORDINANCE providing for the issuance of not to exceed $16,900,000 General Obligation Bonds, Series 2016, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and providing for the sale of said bonds to the purchaser thereof.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Kane, Illinois, this ____ day of _____, 2016.

_____
County Clerk of The County
of Kane, Illinois

[SEAL]

Agenda Item Executive Summary

Item Name	Bartlett Police Facility – Architectural Services	Committee or Board	Board

BUDGET IMPACT

Amount:	$1,396,662 - $1,565,084	*Budgeted*	Yes
List what fund	Capital Projects		

EXECUTIVE SUMMARY

Attached for the Board's review and consideration is an Authorization to Proceed to Design Development Phase.

On June 21, 2016, the Village Board approved Resolution 2016-53-R, A Resolution Approving Of The Amended Owner Architect Agreement Between The Village Of Bartlett And Williams Associates Architects, LTD, For The New Bartlett Police Facility.

Williams Architects recently completed the Schematic Design Phase of the project and provided the Schematic Design documents, including drawings and narratives. Williams Architects is now seeking authorization to proceed to the Design Development Phase. Section 3.3.1 of the Owner/Architect Agreement requires the Village to provide written authorization for Williams Architects to proceed to the Design Development Phase, which is the next phase of the project.

ATTACHMENTS (PLEASE LIST)

Memo, and Authorization to Proceed Form

ACTION REQUESTED

- ☐ For Discussion Only
- ☐ Ordinance
- X Motion

MOTION: I move to approve the authorization for Williams Architects to proceed to the Design Development Phase as specified in the Amended Owner Architect Agreement Between The Village Of Bartlett And Williams Associates Architects, LTD, For The New Bartlett Police Facility.

Staff:	Kent Williams, Chief of Police	Date:	6/21/2016

POLICE DEPARTMENT MEMORANDUM
16-54

DATE: October 13, 2016
TO: Valerie Salmons, Village Manager
FROM: Kent Williams, Chief of Police
RE: Williams Architects Authorization to Proceed

On June 21, 2016, the Village Board approved Resolution 2016-53-R, A Resolution Approving Of The Amended Owner Architect Agreement Between The Village Of Bartlett And Williams Associates Architects, LTD, For The New Bartlett Police Facility.

Williams Architects recently completed the Schematic Design Phase of the project and provided the Schematic Design documents, including drawings and narratives. Williams Architects is now seeking authorization to proceed to the Design Development Phase. Section 3.3.1 of the Owner/Architect Agreement requires the Village to provide written authorization for Williams Architects to proceed to the Design Development Phase, which is the next phase of the project.

The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents, including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate.

The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

Staff is seeking a Motion to Approve the Authorization for Williams Architects to Proceed to the Design Development Phase.

WILLIAMS ARCHITECTS
Architecture | Planning | Aquatics | Interiors

11 October 2016

Mr. Patrick Ullrich, Deputy Chief of Operations
Bartlett Police Department
228 S. Main Street
Bartlett, IL 60103

Re: Authorization to Proceed to Design Development Phase
Village of Bartlett / New Police Facility
Project No. 2015-047

Dear Patrick:

Your signature on this document authorizes Williams Architects to proceed to Design Development Phase per paragraph 3.3.1 of the Owner / Architect Agreement, and further represents that you have reviewed the Schematic Design Phase documents including drawings and narratives presented to you. As you are aware the Village's Construction Manager is responsible for cost estimating services. Please turn the complete Schematic Design package over to them once they are under contract.

In order to maintain the Project Schedule execution of this letter must be received by our office no later than 08 November 2016.

Cordially,

Scott Lange, AIA, LEED AP
Vice President / Principal

AUTHORIZED BY:

_____ _____
Village of Bartlett – Authorized Representative Date

_____
Printed Name and Title – Authorized Representative

G:\2015\2015-047 Bartlett Police Department Space Needs Analysis\B. General Basic Services_Task 20-50\B.07. Correspondence\Owner\2016 10 05 LTR Patrick Ullrich.docx

Agenda Item Executive Summary

Item Name	Bartlett Police Facility - Construction Manager As Constructor Support Services	Committee or Board	Board

BUDGET IMPACT

Amount:	$1,089,000	*Budgeted*	Yes
List what fund	Municipal Building Fund		

EXECUTIVE SUMMARY

Attached for the Board's review and consideration is a Standard Form of Agreement Between Owner And Construction Manager As Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

ATTACHMENTS (PLEASE LIST)

Police Department Memo

Construction Manager Fee Comparison

Village Attorney Memo

Resolution

Construction Manager As Constructor Support Services Agreement

ACTION REQUESTED

For Discussion Only ___ _

Resolution __X___

Ordinance _____

Motion__X___

Motion: I move to approve Resolution 2016-_____, a Resolution Approving of a Standard Form of Agreement Between Owner And Construction Manager As Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

Staff:	Kent Williams, Chief of Police	Date:	November 1, 2016
	Patrick Ullrich, Deputy Chief of Police		

POLICE DEPARTMENT MEMORANDUM
16-53

DATE: October 13, 2016
TO: Valerie Salmons, Village Manager
FROM: Kent Williams, Chief of Police
RE: Selection of Construction Management Firm

The selection committee finished its review of the construction management firms who submitted statements of qualifications (SOQs) related to the Village's Request for Qualifications for Construction Manager as Constructor Support Services. The police department received a total of eleven SOQs. After evaluating each SOQ, the selection committee issued Requests for Proposals (RFPs) to five of the eleven construction management firms. After receiving the proposals, the committee interviewed each of the five firms

After the interviews were completed, the committee met and evaluated each firm based on its interview, experience with similar projects, and proposed project team. Once that was done, each company's fee proposal was opened and evaluated. A spreadsheet is attached that details the fees proposed by each of the five firms.

After reviewing the SOQs, conducting the interviews, and evaluating the fee proposals, the committee ranked its top three firms in the following order: Frederick Quinn Corporation, Lamp, Incorporated, and W.B. Olson, Incorporated.

Overall, the committee was impressed with Frederick Quinn Corporation's presentation, specifically related to the following areas:

- Relevant experience with police station expansion and renovation
- Direct experience working with Williams Architects
- Demonstrated history of on-time, on-budget and high quality construction processes
- Reputation of its estimator, as well as his track record for value engineering
- Commitment to communication with neighbors around the construction site
- Company's focus on public sector clientele

Additionally, after reviewing the fee proposals, Frederick Quinn Corporation had the lowest overall fees out of the five firms who submitted fee proposals.

Based on its SOQ response, interview and fee proposal, the committee recommends the Village enter into an agreement with Frederick Quinn Corporation to serve as the Village's Construction Manager as Constructor Support Services for the proposed police department project.

Construction Manager Fee Comparison

	Frederick Quinn Corporation	Lamp Incorporated	W.B. Olson Incorporated	Wight & Company	MTI Construction Services
A. Preconstruction Fee	$25,000	$45,000	$49,950	$82,250	$42,000
B.1. Construction Phase Fee Based On Percentage of Total Construction Cost of $16,450,000	2% - $329,000	2.75% - $452,375	2.25% - $370,125	3% - $493,500	2% - $329,000
B.2. General Conditions Amt	$460,000	$609,030	$676,606	$987,000	$566,633
B.3. Cost of Bonds	$135,000	$101,360	$100,345	$123,375	$108,182
B.4. Cost of Insurance	$140,000	$82,250	$123,375	$82,250	$90,258
Total	**$1,089,000**	**$1,290,015**	**$1,320,401**	**$1,768,375**	**$1,136,073**

To-Date Costs Associated With Proposed Police Department Project

$36,867.05 - Williams Architects (Existing Conditions & Space Needs Analyisis)

$204,889.73 - Williams Architects (Schematic Design Phase)

$3,153.11 - Deigan & Associates (Phase 1 Environmental Site Assessment & Hazmat Survey)

$2,900.00 - V3 Companies (228 S. Main St. Boundary & Topo Survey)

$3,500.00 - V3 Companies (222 S. Oak St. Boundary & Topo Survey)

$11,900.00 - Deigan and Associates (228 S. Main St. & 222 S. Oak St. Soil Borings)

$5,000.00 - MaRous & Company (Land Appraisals at 216, 222, 226, 234 & 238 S. Oak St)

$126,076.79 - Chicago Title (Purchase of property at 222 S. Oak St)

$394,286.68 - Total

Law Offices of
BRYAN E. MRAZ & ASSOCIATES, P.C.
111 EAST IRVING PARK ROAD • ROSELLE, ILLINOIS 60172-2002 • PHONE (630) 529-2541
FAX (630) 529-2019

BRYAN E. MRAZ
BEM@MRAZLAW.COM

DAVID W. GULLION
ASSOCIATE
DWG@MRAZLAW.COM

MEMORANDUM

TO: President and Board of Trustees of the Village of Bartlett
Valerie L. Salmons, Village Administrator

FROM: Bryan E. Mraz, Village Attorney

DATE: November 7, 2016

RE: Construction Management Contract

Attached for the Board's review and consideration is (1) the Standard Form of Agreement Between Owner and Construction Manager as Constructor Where the Basis of Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price (Modified AIA Document A133-2009); and (2) General Conditions of the Contract for Construction (Modified AIA Document A201-2007) (collectively, the "CMC Contract") for the construction of a new Bartlett Police Facility between the Village and Frederick Quinn Corporation (the "Construction Manager").

Although a CMC Contract with a construction manager need not be publicly bid, the Village issued a Request for Qualifications ("RFQ") which was advertised, and various construction management firms submitted written qualifications that were reviewed by a Selection Committee of police personnel and Village staff. The five (5) most qualified construction management firms as ranked by the Selection Committee were sent a Request for Proposal ("RFP") and invited to be interviewed. Each of the five firms that was sent an RFP submitted a proposal to perform construction management services on the Project which included its proposed compensation to perform construction management as constructor services. Frederick Quinn Corporation was the lowest priced firm of the five construction management firms sent an RFP, and one of the three firms the Selection Committee deemed most qualified to perform the work after completion of the interview process.

On its face the CMC Contract appears to be a standard form of agreement, but I have made extensive revisions to the standard American Institute of Architects (AIA) forms that are incorporated in the CMC Contract before you for your consideration. As was noted when the architect contract for this Project was presented to the Board, because of the size, scope, complexity and phasing involved with this Project to keep police operations in place without relocating the police department off-site, the Architect strongly recommended a construction

manager as constructor ("CMC") format rather than the standard single general contractor format. The CMC is often referred to as "CM At Risk", and is distinguishable from the other basic form of construction management services known as "Construction Manager as Advisor" ("CMA"). One of the key attributes of the CMC format which is incorporated in the attached CMC Contract is that the selected Construction Manager Constructor will provide input at the pre-bid and preconstruction phase, including extensive cost estimating services. Rather than a single bid, the Project will be broken down into 20+/- trade contracts (e.g., concrete, masonry, electrical, plumbing, etc.) and the trade work will be advertised and bid out separately. After all the bids for each trade are received and awarded to the lowest responsible and responsive bidder for each trade meeting objective prequalification standards, the awarded trade contracts will then be assigned to the Construction Manager Constructor and those trade contractors become the CMC's trade subcontractors, at which point in time the Guaranteed Maximum Price will be agreed upon and established by a Rider to the CMC Contract.

Compensation for the CMC is set forth in Articles 5 and 6 of the CMC Contract, and is comprised of a combination of lump sum, cost plus items, and hourly items. Frederick Quinn Corporation proposed a preconstruction fee of $25,000 and a construction phase fee of 2% of the Cost of the Work, a lump sum General Conditions amount of $460,000 (assuming a 64-week construction duration), and set forth its costs for bonds and insurance and the hourly rates for various members of its firm. The lump sum pre-construction fee, lump sum construction phase fee, and lump sum General Conditions fee proposed by Frederick Quinn Corporation were the lowest of all five CMC proposers, and with its insurance bonding and hourly fee costs was also the lowest cost CMC firm.

For budgeting purposes, the Architect had previously estimated CMC fees, including insurance, for the phased Project at 10% of the cost of construction (as opposed to Total Project Budget) between $1.4 million and $1.58 million. The fees proposed by Frederick Quinn Corporation in the attached CMC Contract are below that range; however, the total compensation due the CMC is a function of the size of the Project and will not be fully determined until the total cost and duration of each phase of construction is better known and the Guaranteed Maximum Price is set. However, assuming a Total Cost of Construction of $16,450,000 and normal construction time, the CMC fees would be $1,089,000, plus reimbursement to the CMC for hourly wages of certain employees who will be on the site regularly during construction, and its costs which the CMC will be entitled to be reimbursed, making the total compensation due the CMC below or at the low end of the Architect's budgeted range for CMC services for the new Police Building Facility.

Accordingly, staff recommends the Board approve the attached Resolution;

Resolution 2016 - _____
"A Resolution Approving the Agreement Between Owner (Village of Bartlett) and Construction Manager as Constructor (Frederick Quinn Corporation) Where the Basis of Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price"

RESOLUTION 2016 - _____

A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN OWNER (VILLAGE OF BARTLETT) AND CONSTRUCTION MANAGER AS CONSTRUCTOR (FREDERICK QUINN CORPORATION) WHERE THE BASIS OF PAYMENT IS THE COST OF THE WORK PLUS A FEE WITH A GUARANTEED MAXIMUM PRICE

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: The Agreement Between Owner (Village of Bartlett) and Construction Manager as Constructor (Frederick Quinn Corporation) Where the Basis for Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated November 15, 2016 (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

SECTION THREE: **SEVERABILITY.** The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: **REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: **EFFECTIVE DATE.** This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: November 15, 2016

APPROVED: November 15, 2016

_____
Kevin Wallace, Village President

ATTEST:

_____
Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2016 - _____ enacted on November 15, 2016, and approved on November 15, 2016, as the same appears from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 15th day of November in the year 2016.
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

VILLAGE OF BARTLETT
228 South Main Street, Bartlett, Illinois, 60103

and the Construction Manager:
(Name, legal status and address)

FREDERICK QUINN CORPORATION
103 South Church Street, Addison, IL, 60101

for the following Project:
(Name and address or location)

New Police Facility
Village of Bartlett, 228 South Main Street, Bartlett, Illinois, 60103

The Architect:
(Name, legal status and address)
Williams Associates Architects, Ltd., doing business under the assumed name Williams Architects
500 Park Boulevard, Suite 800, Itasca, Illinois, 60143

The Owner's Designated Representative:
(Name, address and other information)
Valerie L. Salmons, Village Administrator
Village of Bartlett
228 South Main Street, Bartlett, Illinois, 60103

The Construction Manager's Designated Representative:
(Name, address and other information)
Jack Hayes103 South Church Street, Addison, IL, 60101

The Architect's Designated Representative:
(Name, address and other information)
Mark Bushhouse, AIA LEED AP, President, Managing Principal
Role: Principal In Charge
Scott E. Lange, AIA, LEED AP, Vice-President
Role: Architect's Project Manager

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General (AIA A-201 as modified by Owner), Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement and the Contract Manager's Proposal, attached to and incorporated as part of this Agreement as Exhibit A ("Construction Manager's Proposal"), other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to use Construction Manager's best effort, skill, judgment, experience and ability to perform its services under this Agreement, including but not limited to: to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to cause the Project to be performed in an expeditious and economical manner consistent with the interests of the Owner. The Construction Manager's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Contract Documents or any exercise by the Owner of any of its rights under this Agreement. The grant of various rights to the Owner or the failure of the Owner to exercise those rights does not and shall not create any responsibility or liability in the Owner for any neglect, wrongful act, error or omission of the Construction Manager in the provision of its services

of otherwise for any breach by the Construction Manager of any of its obligations under this Agreement. The Construction Manager has been engaged to provide professional services because of its character, expertise and qualifications in dealing with and acting as a construction manager and owner's representative on projects of similar size, scope, complexity, and kind. For administrative oversight and project delivery responsibility purposes, Construction Manager shall hold the contracts or subcontracts with the various trade contractors (hereinafter referred to as "trade contractors", "Contractors", "trade Subcontractors", or "Subcontractors") selected by the Owner in compliance with applicable public competitive bidding requirements and in consultation with the Construction Manager to perform the applicable portions of the Work. The Construction Manager shall not be allowed to be a Contractor and perform work with their own forces, except the Construction Manager shall be allowed to be a Contractor under the limited circumstances specifically provided elsewhere in this Agreement. In all cases the Construction Manager shall at all times act in the best interests of the Owner. Construction Manager shall be responsible to the Owner for the proper performance of the Work by the trade Subcontractors, other Subcontractors, sub-subcontractors of every tier and material suppliers, in accordance with the Contract Documents and for the Guaranteed Maximum Price.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, as modified by the Owner shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, as modified by the Owner, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007, as modified by the Owner, shall mean the Construction Manager. The term "Subcontractors" as used in AIA A201 – 2007, as modified by the Owner, shall mean the trade Subcontractors and other subcontractors and material suppliers with whom the Construction Manager has a direct contract or subcontract with to perform the Work and/or furnish materials and/or equipment, except as otherwise provided in the AIA A201-2007, as modified by the Owner.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall thoroughly, carefully, and expeditiously review design documents prepared by the Architect during their development. The Construction Manager shall consult with and advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on relative feasibility; on constructability; provide an analysis of the types and quantities of labor required for the Project and review the availability of materials and appropriate categories of labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's information and the Owner's review and acceptance. The Construction Manager shall consult with the Architect for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Contractor and Subcontractor; ordering and delivery of

products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues. The Owner and Construction Manager mutually understand and agree that only portions of the proposed design may be implemented as part of the construction phase of this Project which shall include two (2) phases so that the police operations can continue uninterrupted on site. Any other portions may be deferred to future phases.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's information and Owner's review and approval. If the Owner, Architect or Construction Manager suggest alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's review and approval in writing. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action. In the event of any changes in the scope of the Work approved by the Owner which result in increased costs, the Construction Manager will submit a revised Construction Budget for review and approval together with a an explanation of the basis for specific revisions to the Owner and Architect and after the Owner's and Architect's review of such budget and consultation with the Construction Manager, the final construction budget shall be increased and/or the scope of the Work further modified as agreed in writing by the Owner and the Construction Manager. The mutual goal of the Owner and the Construction Manager shall be to arrive at as accurate a budget as possible for the Work required by or reasonably inferable from the Owner's approved Schematic Design and Design Development documents.

§ 2.1.5.3 The Construction Manager understands and agrees that the Construction Manager shall have total responsibility for all Project cost estimating and cost control, subject to changes in the Work ordered by the Owner and not attributable to the fault of the Construction Manager.

§ 2.1.6 Contractors Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's information and the Owner's review and acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall carefully review Drawings and Specifications and promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with and require all Contractors to comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

1. All bidding documents, including without limitation prequalification standards, Notice to Bidders, Invitation for Bids, Instructions to Bidders, Subcontractors Certifications, bid bond, Bid Proposals, Trade Contracts, Performance Bond and Labor and Material Payment Bond (collectively "Contract Bond"), General Conditions and special provisions require the Village's approval prior to printing and distribution to the public.
2. All Trade Contracts less than $20,000 shall require a minimum of three (3) quotations from Trade Contractors and shall be let upon approval of the Village Administrator. Unless notified by a vote of two-thirds (2/3) of all the corporate authorities then holding office in the Village, all Trade Contracts of $20,000 or more shall be let by competitive bidding after advertisement to the lowest responsive and responsible bidder. The contracts shall be advertised at least ten (10) calendar days before the bid opening and shall be submitted to the Village in a sealed envelope. The Construction Manager in consultation with the Architect//Engineer and the Village shall determine the trade contracts to advertise for bid.
3. The work will be performed under contracts, subcontracts or other appropriate contracts with the Construction Manager.
4. The Construction Manager shall assist Owner to determine and establish minimum qualification standards for each trade contract being bid, if any, and assist the owner to publicly advertise the Work of the Project and solicit competitive bids in accordance with applicable law, shall develop bidder interest in the Project and establish bidding schedules.
5. The Construction manager with the assistance of the owner and Architect shall: (i) prepare bid packages and issue bidding documents to prospective bidders; (ii) arrange for and supervise all necessary prebid meetings; and (iii) shall assist the Architect with regard to answers to bidders' questions and issuance of addenda in compliance with state law.
6. The Construction Manager shall investigate the responsibility of apparent low bidders and shall advise the Owner of the results of such investigations.
7. After receiving bids, the Owner shall determine, with the advice of the Construction Manager which bids shall ultimately be accepted, in accordance with applicable law.
8. The Construction Manager may, on behalf of the Owner, negotiate with the apparent low bidder on any contract for a reduction in price in accordance with 720 ILCS 5/33E-12.
9. The Construction Manager shall prepare construction contracts and trade subcontracts, in consultation with Owner's legal counsel with respect to any special legal requirements, and shall "hold", take an assignment of contracts on behalf of the Owner, or enter into subcontracts with each of the lowest responsible and responsive contractors meeting the minimum prequalification standards established before the contracts are awarded, in accordance with Construction Manager's responsibilities for Project delivery under this Agreement.
10. Except as provided in Section 2.1.9.12, the Construction Manager shall not perform any portion of the Work with its own forces.
11. The Construction Manager shall disclose to the Owner the existence of any pecuniary relationship or interest the Construction Manager has in or with any bidder.
12. The Construction Manager may perform Work only as follows: a) in the event of a bona fide emergency as necessary for the protection of persons or property, or b) provided Owner has given its written approval in the specific instance, in the event of the default of a Subcontractor. In such event, unless otherwise agreed to by the Owner, the Construction Manager shall be subject to the same general obligations and requirements under the Contract Documents as the trade Subcontractors performing the Work, including without limitation the bonding requirements set forth in Section 8.3.1, below.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 The Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance upon 100 % completion of the Drawings and Specifications and after receipt, review and mutual acceptance of bids, selection of alternates, selection of possible Value Engineering options and other necessary decisions made by the Owner that directly affect the establishment of the guaranteed maximum price (GMP) for this

Project. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 Paragraph Deleted

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, to supplement the information provided by the Owner and contained in the Drawings and Specifications;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and a schedule of Construction Documents issuance dates upon which the date of Substantial Completion is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and/or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both. The failure of the Owner to discover inconsistencies or inaccuracies shall not entitle the Construction Manager to an increase in the Guaranteed Maximum Price based thereon, unless such inconsistencies and inaccuracies appear in the plans and Specifications prepared by the Architect or in information provided by the Owner and could not have been discovered by the Construction Manager upon reasonably careful review of same.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. The Guaranteed Maximum Price shall be subject to additions and deductions by a change in the Work or as provided in the Contract Documents, and the date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 2.2.7 Paragraph Deleted

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Architect shall revise the Drawings and Specifications in a timely fashion and promptly provide all revised documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications. The failure of the Construction Manager to notify the Architect and Owner of any such inconsistency shall not entitle the Construction Manager to an increase in the Guaranteed Maximum Price caused by any such inconsistency unless such inconsistency could not have been discovered by the Construction Manager upon reasonably careful review of the revised Drawings and Specifications and agreed upon assumptions and clarifications.

§ 2.2.9 The Guaranteed Maximum Price shall not include in the Cost of the Work any taxes with respect to which the Owner, as a unit of local government is exempt. The Owner's tax exemption number shall be provided to the Construction Manager for distribution to Contractors to be used only in conjunction with the Work of this Project.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, as modified by the Owner, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Paragraph Deleted

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, (3) is the lowest responsible and responsive bidder meeting the minimum qualifications established before the Project is bid, and (4) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a reasonable Change Order be issued to adjust the Contract Time and/or the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the contract, subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 The Construction Manager shall provide administrative, management, construction direction, and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect and such other services reasonably necessary in order to manage the Project and direct the Work of the Contractors and Subcontractors in accordance with the latest approved estimate of Construction Cost, the Project Schedule and the Contract Documents. Notwithstanding anything contained in or implied from any other provision of this Agreement or any other Contract Document with respect to the Construction Manager's responsibility for staffing the Project, the Construction Manager shall assign to the Project a full-time Site Superintendent from commencement of construction and such other assistants if and as necessary for the proper performance of the Work, who shall be in attendance at the Project Site at those times deemed appropriate by mutual agreement of the Owner and Construction Manager while the Work is in preparation or in progress. The Project shall also be administered by the Project Manger assigned by the Construction Manager to the Project, and the Project Manger shall devote such time and attention to the Project and visit or be present at the Site as necessary to properly carry out the Construction Manager's obligations under the Contract and ensure the proper and timely completion of the Project in accordance with the Contract Documents

§ 2.3.2.4 Paragraph Deleted

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007 as modified by the Owner.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather,

portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.
The log shall be available to the Owner. The Construction Manager shall update the Project construction schedule incorporating the activities of the Contractors and Subcontractors on the Project, including activity sequences and durations, allocations of labor and materials, processing of Shop Drawings, Project Data and Samples, and delivery of products requiring long lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates that the previously approved Project construction schedule may not be met, the Construction Manager shall promptly notify and recommend corrective action to the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall on a regular basis develop cash flow reports and forecasts for the Project and shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.3.2.9 Consistent with the various bidding documents, and utilizing information from the Contractors, the Construction Manager shall coordinate the sequence of construction assignment of space in areas where the Contractors and Subcontractors are performing work.

§ 2.3.2.10 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 2.3.2.11 The Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments consistent with the requirements in the modified General Conditions.

§ 2.3.2.12 The Construction Manager shall prepare a Project Application for Payment based on the individual Contractor's Applications and Certificates for Payment. The Construction Manager shall certify to the Owner the amounts due the respective Contractors.

§ 2.3.2.13 The Construction Manager shall coordinate its services with those of the Architect in the interests of the Owner.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.
The Construction Manager shall not be required to provide professional services which constitute the practice of architecture or engineering, unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Construction Manager has specifically agreed in writing to provide such services. In such event, the Construction Manager shall cause such services to be performed by appropriately licensed professionals. However, in no case shall the Construction Manager be required to provide any architecture, engineering or similar professional services as a result of Drawings and Specifications prepared by the Architect based on a "Design – Build" requirement without the prior written approval of both the Owner and the Construction Manager.

§ 2.5 Hazardous Materials

If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered but not created on the site by the Construction Manager or by the Contractors or Subcontractors, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected areas and report the condition to the Owner in writing. The Owner shall be responsible for obtaining the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Construction Manager and, in the event such material or substance is found to be present, to verify that is has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Construction Manager the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task or removal or safe containment of

such material or substance. The Construction Manager will promptly reply to the Owner in writing stating whether or not either has a reasonable objection to the persons or entities proposed by the Owner. If the Construction Manager has reasonable objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Construction Manager has no reasonable objection. Delays or other Changes in Project construction schedule, or changes in the scope of the Work resulting from such incidents shall be considered reasonable cause for Construction Manager to request and for Owner to authorize a Change Order to be issued adjusting the date of Substantial Completion, the Guaranteed Maximum Price or both.

§ 2.6 The Construction Manager, to the best of its information, knowledge and belief; hereby represents and warrants to the Owner the following:

.1 that Construction Manager is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the services requires and perform its obligations hereunder;

.2 that Construction Manager is able to furnish all of the services required hereunder and to perform all of its obligations hereunder and has sufficient experience and competence to do so;

.3 that Construction Manager is authorized to do business in Illinois and is properly licensed by all necessary governmental and quasi-public authorities having jurisdiction over it and the services required hereunder and the Project itself;

.4 that Construction Manager's execution of this Agreement and the performance thereof are within its duly authorized powers;

.5 the Construction Manager's duly authorized representative has visited the site, familiarized itself with the local conditions under which the services required hereunder are to be performed and correlated his observations with all of the requirements of the Contract Documents, and Construction Manager had conducted all other reasonable investigations and made all reasonable inquiries as it deemed necessary or desirable in order to ascertain the existing conditions at the Project site, and to allocate the Work to the proper contractors and direct the work of the contractors and to otherwise properly perform its services and complete this Project on time and within budget.

§ 2.7 For the period provided under the General and Supplementary Conditions for correction of defective and nonconforming Work by the Contractors and Subcontractors, the Construction Manager shall act on behalf of the Owner to:

.1 Coordinate and expedite the resolution of construction-related problems,

.2 Coordinate and expedite the repair/replacement of items covered under the one year guarantees/warranties,

.3 Conduct a follow-up review to verify satisfactory performance of materials and systems,

.4 Construction Manager shall be entitled to be reimbursed for performance of these services except as provided in Paragraph 6.8.1, below.

§ 2.8 The Construction Manager shall provide services necessary to (1) effect completion of all "punch list" work and to obtain final completion; (2) obtain warranties and guarantees to be provided under the Contract Documents; and (3) resolve start-up or initial operational difficulties, until they are resolved to the reasonable satisfaction of the Owner and in compliance with the requirements of the Contract Documents.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information as reasonably requested by the Construction Manager with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements, provided that nothing

in this paragraph shall require the Owner to independently perform architectural services or services required of the Construction Manager under paragraph 2.1.8 hereof or otherwise hereunder.

§ 3.1.2 Paragraph Deleted

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, if reasonably required by the nature and scope of the Project and requested by the Architect or the Construction Manager, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner except to the extent that the Construction Manager knows of or reasonably should know of any inaccuracy or deficiency therein if it had exercised reasonably care in review of the same. Construction Manager shall promptly notify the Owner and Architect individually, if upon such review Construction Manager becomes aware of any inaccuracy or deficiency in any such information.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys, if the scope of work requires or the Construction Manager or Architect reasonably request, describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, and reasonably required by the scope of the Project, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.1.4.5 Notwithstanding anything to the contrary contained in or implied from Article 3, Owner shall be required to furnish only information or services described in this Article 3 requested by the Construction Manager in writing, in reasonable detail and in reasonable advance of when such information is needed by the Construction Manager to timely and properly perform its services. Each request by the Construction Manager for information shall specify a reasonable date by which such information is needed.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner, to the extent limited by applicable Illinois law, with respect to the Project. The Owner's representative shall render decisions to the extent limited by applicable Illinois law, promptly and furnish information expeditiously, so as to avoid unreasonable delay

in the services or Work of the Construction Manager. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™–2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:

Twenty-Five Thousand U.S. Dollars ($25,000.00)

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments

(Paragraphs deleted)

and interest shall be governed according to the guidelines of the Illinois Local Government Prompt Payment Act.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(Paragraph deleted)

Two percent (2%) of the Cost of the Work.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The method of adjustment of the Construction Manager's Fee for changes in the Work after establishment of the Guaranteed Maximum Price and adjustment for buyout is as follows:

Additive Changes: General Conditions: 3%; Construction Manager's Fee: 5%
Deductive Changes: General Conditions: 0%; Construction Manager's Fee: 0%

Percentage applied to the net cost or credit of the change.

General Conditions markup above is valid for changes that do not impact project schedule. General conditions costs for changes that affect schedule will be based on a proportion of the lump sum general conditions costs set forth at paragraph 6.1.5 hereof for each day of schedule impact..

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Adjustments to the Contract Sum for changes in the Work (other than for changes in the Work involving items for which unit prices were provided as set forth in Section 4.3, above) shall be made in accordance with Article 7 of the General Conditions of the Contract, provided that in the case of an increase in the Contract Sum attributable to a change in the Work, "reasonable overhead and profit" for purposes of Section 7.3.7 thereof shall mean: 1. Five percent (5%) of the cost of the change in the Work involved if performed by the Contractor not involving Subcontractors, or 2. Five percent (5%) of the cost of the change in the Work involved performed by Subcontractors, plus two percent of the cost of the change in the Work for the Contractor's supervision of the work performed by the Subcontractors.

When both additions and credits covering related Work are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. No overhead and profit shall be paid to the Contractor for an increase in the cost of the surety bond or insurance premiums resulting from a change in the Work. In the event of an increase in the Contract Sum resulting from an additive change order, the actual amount of any increase in the cost of Contractor's surety bond shall be added to the amount of the change order. Similarly in the event of a decrease in the Contract Sum resulting from a deductive change order, the amount of any decrease in the cost of Contractor's surety bond shall be added to the amount shown in the deductive change order, by which the Contract Sum is to be reduced.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed N/A percent (N/A%) of the standard rate paid at the place of the Project.
N/A

§ 5.1.5 Unit prices, if any: To be determined prior to bidding, and if required, Unit Prices will be requested as part of the Bids from trade contractors.
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.
(Insert specific provisions if the Construction Manager is to participate in any savings.)

One hundred percent (100%) of any and all savings will be returned to the Owner.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Construction Manager may, subject to Owner's written approval, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Construction Manager shall issue such changes in writing. The Architect may make minor changes in

the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work not due to the fault of the Construction Manager.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to contracts and subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to contracts awarded with the Owner's prior consent on the basis of cost plus a fee after review and approval by Owner of the form and substance of such contract and the financial terms thereof, shall be calculated in accordance with the terms of those contracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

§ 5.3.6 Notwithstanding the foregoing, all change order requests shall be subject to review and approval in accordance with the requirements of 720 ILCS 5/33 E-9, 50 ILCS 520/5 and any and all other applicable state laws.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

For purposes of this Agreement, "Cost of Construction" and "Cost of Work" shall mean the same and may be interchanged.

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs set forth in this Article 6 necessarily incurred by the Construction Manager in good faith and in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Article 6 and only if actually incurred by the Construction Manager. Except as necessary to perform the general conditions services, or except as provided in Subsection 2.1.9.7 and 2.1.9.9 above, the Construction Manager shall not self-perform work. The Construction Manager as Constructor Compensation Proposal expressly incorporated herein by this reference, provides for a lump sum General Conditions amount of Four Hundred Sixty Thousand U.S. Dollars ($460,000.00) based on a 64 week construction duration in accordance with the General Conditions Recapitulation attached.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval in writing prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.1.3 Cost of Performance Bond and Labor and Material Bond (assuming Construction Cost of $16,450,000, including Construction Management Fee) is One Hundred Thirty-Five Thousand U.S. Dollars ($135,000.00).

§ 6.1.4 Cost of Insurance required by Exhibit C-1 and §Article 11 of the General Conditions (assuming Total Construction Cost for the Project of $16,452,000, including Construction Management Fees) is One Hundred Forty Thousand U.S. Dollars ($140,000.00).

§ 6.1.5 General Conditions Amount (based on 64 week construction duration) is Four Hundred Six Thousand U.S. Dollars ($460,000.00)

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.
(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)
(Per Rate Table included in the General Conditions Recapitulation attached to the Construction Manager as Constructor Compensation Proposal which is expressly incorporated herein.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Contractor or Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Contract Costs

Payments made by the Construction Manager to the trade contractors in accordance with the requirements of the subcontracts properly entered into in accordance with this Agreement.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction which are procured by the Construction Manager for installation by Contractors. Upon request by the Owner; the Construction manager shall furnish to the Owner or obtain from the applicable trade subcontractors and furnish to the Owner any reasonable information and documentation necessary to verify the location, costs and quantities of materials paid for by the Owner but not yet installed.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for builder's risk property insurance provided for the Project by the Construction Manager.

(Paragraphs deleted)

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner in accordance with a Change Order.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property to the extent not (1) caused by the Construction Manager, a Contractor, Subcontractor or anyone for whom either is responsible, or (2) capable of being prevented through timely notice to Owner of an unsafe condition.

§ 6.7.3 Costs of repairing or correcting damaged Work executed by the Construction Manager, Contractor, Subcontractors or suppliers, provided that such damaged Work was not caused by negligence or omission of the Construction Manager to fulfill a responsibility to the Owner set forth in the Contract Documents, or the failure of the Construction Manager's personnel to supervise adequately the work of the Contractors, subcontractors or suppliers, or by the negligence of a Contractor, Subcontractor or by the negligence of a Contractor or Subcontractor, or the failure of a Contractor or Subcontractor to fulfill responsibility to the Construction Manager or the Owner, under its contract or subcontract and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Contractors, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 Notwithstanding anything contained in or implied from any other provisions of this Agreement, in addition to items specifically excluded from the Cost of the Work in other provisions of this Agreement, the Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;

.2 Expenses of the Construction Manager's principal office and offices other than the site office;

.3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;

.4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.5 Costs due to the negligence, omission or failure of the Construction Manager, Contractors, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility pursuant to the Contract Documents, or the Construction Manager's negligence, omission or failure to otherwise properly perform its responsibilities under the Contract Documents including without limitation its failure to supervise the Work of the Contractors, Subcontractors or suppliers, which costs may include without limitation, costs for the correction of damaged, defective or nonconforming Work, disposal and replacement of materials incorrectly ordered or supplied, and making good damage to property not forming part of the Work and any other costs incurred by Owner due to said negligence or omission;

.6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;

.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.8 Costs for services incurred during the Preconstruction Phase;

.9 Costs incurred to prevent threatened damage, injury, or loss, including in cases of an emergency affecting the safety of persons and property which are due to the failure of the Construction Manager or its employees or the Contractors to timely notify the Owner of an unsafe condition of which it has actual knowledge.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Paragraph Deleted in its entirety

(Paragraphs deleted)

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner and Owner's accountants. The Owner and the Owner's auditors shall, during regular business hours and upon 48 hours prior notice not including weekends or holidays, or as otherwise agreed to by the Construction Manager and Owner, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment including all required supporting documentation submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents. The form of Application for Payment shall be a notarized AIA Document G702 Application and Certificate for Payment supported by AIA Document G703 Continuation Sheet.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Or as agreed to by the Owner and Construction Manager in order to coincide with the Owner's monthly meetings and schedule for bill approval.

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the -fifth (5th) day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 20th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twentyfive (25) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost

of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment. In addition to other required items, each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner and in compliance with applicable Illinois statutes.

(1) Subject to Paragraph 9.3.6 of the General Conditions, a duly executed and acknowledge Sworn Statement from the Construction Manager showing all trade contractors with whom the Construction Manager has entered into contracts, the amount of each contract, the amount requested for any Contractor in the Application for Payment and the amount to be paid to the Construction Manager from such progress payment, together with similar sworn statements from all Contractors and, when appropriate as determined by Owner, all sub-subcontractors.

(2) Duly executed signed and notarized unconditional Waivers of Mechanic's and Materialmen's Liens of the money due or to become due thereon from the Construction Manager and from all such trade contractors, material suppliers, and sub-subcontractors, establishing payment or satisfaction of the payment requested by the Construction Manager and to trade contractors, material suppliers and sub-subcontractors of all such obligations to cover the full amount of the payment to be made.

(3) All waivers (partial and final) shall include language as applicable indicating either that:
   (i) "all material was taken from fully paid stock and delivered to job site in our own vehicles and all labor has been fully paid in accordance with prevailing wage laws" or
   (ii) "materials were provided by the following supplier for whom waivers of lien are attached and all labor has been fully paid in accordance with prevailing wage laws", and

(4) Certified payroll from all contractors and sub-subcontractors to evidence compliance with the Prevailing Wage Act for the applicable pay period.
(5) Such other information, documentation and materials as the Owner may reasonably require.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner or Architect may require. This schedule, unless objected to by the Owner or Architect , shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007; as modified by the Owner. The Owner and Construction Manager shall review the status of the Project when the Project is fifty percent (50%) complete and, subject to the Owner's approval, the retention may be reduced from amounts paid out thereafter, provided that the amount retained is not less than five per cent (5%) of the total adjusted Construction Manager's Basic Services Fee. Owner's approval to reduce or eliminate retention after fifty percent (50%) completion shall not be construed as and shall not

constitute a waiver of Owner's rights against the Construction Manager in the event the Work is nonconforming, defective or not completed timely. In the event the Owner has concerns regarding the quality or progress of the Work following a reduction or elimination of retention, the Owner may upon written notice to the Construction Manager reinstate the retention requirement with respect to subsequent payouts;

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment fully paid for, delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Construction Manager's Fee, less retainage of ten percent (10.0 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion; The Owner and Construction Manager shall review the status of the Project when the Project is fifty percent (50%) complete and, subject to the Owners approval, the retention may be reduced from amounts paid out thereafter, provided that the amount retained is not less than five per cent (5%) of the total adjusted Construction Manager's Basic Services Fee. Owner's approval to reduce retention after fifty percent (50%) completion shall not be construed as and shall not constitute a waiver of Owner's rights against the Construction Manager in the event the Work is nonconforming, defective or not completed timely. In the event the Owner has concerns regarding the quality or progress of the Work following a reduction or elimination of retention, the Owner may upon written notice to the Construction Manager restore the retention requirement with respect to subsequent payouts;

.4 Intentionally Omitted.

.5 Subtract the aggregate of previous payments made by the Owner;

.6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to trade contractors and (2) the percentage of retainage held on contracts , and the Construction Manager shall execute contracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Owner and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that Architect or Owner has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data has been made; that the Architect or Owner has made exhaustive or continuous on-site inspections have been made; or that the Architect or Owner has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

The amount of the final payment shall be calculated as follows:

.1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price including all adjustments as provided for in this Agreement

.2 Subtract amounts, if any, the Owner reasonably disputes, in whole or in part,

.3 Subtract the aggregate of previous payments made by the Owner

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner within thirty (30) days after demand by Owner.

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007 as modified by the Owner. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007 as modified by the Owner. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request non-binding mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for non-binding mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount
Performance Bond and Labor and Material Payment Bond	One hundred percent (110%) of the total contract amount
Contractor's Liability Insurance	As indicated on the attached Minimum Insurance Requirements Exhibit C-1.
Trade Subcontractors, Vendors and Suppliers Liability Insurance	As indicated on the attached Minimum Insurance Requirements Exhibit C-2.

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required

as a condition precedent to non-binding mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

§ 9.3 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Williams Associates Architects, Ltd., doing business under the assumed name
Williams Architects

ARTICLE 10 TERMINATION OR SUSPENSION
§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price
§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007 as modified by the Owner.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services properly performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1; and
.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work or the Construction Manager's Fees under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of contracts, subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such contracts, subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such contracts, subcontracts or

purchase orders. All contracts, subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of contracts, subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for the actual costs arising under the contract, subcontract, purchase order or rental agreement and incurred by the Construction Manager, if said costs were authorized and incurred as part of the Cost of the work prior to termination of the Contract. In no event will Owner reimburse Construction Manager for any unauthorized costs or costs arising after termination of the contract. If the Owner chooses not to accept assignment of any contract, subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the contract, subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs actually incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007, as modified by the Owner.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007, as modified by the Owner, shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007, as modified by the Owner, shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above,

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007 as modified by the Owner. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, as modified by the Owner, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007 as modified by the Owner.

§ 11.2 Ownership and Use of Documents

The Drawings, Specification and other documents prepared by the Architect, and copies thereof furnished to the Construction Manager are for use solely with respect to this Project. They are not to be used by the Construction Manager, Contractors, Subcontractors, Sub-subcontractors or suppliers on other projects, or for additions to this Project outside the scope of the Work, without the specific written consent of the Owner an Architect. The Construction Manager, Contractors, Sub-subcontractors and/or suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for the use in execution of their Work under the Contract Documents.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, as modified by the Owner, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an

assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

11.5.1 In the event that such equipment and temporary facilities are not provided by the Construction Manager as part of its General Conditions, Construction Manager shall be responsible for making certain that the appropriate Contractors, Subcontractors supply and maintain any and all equipment and temporary facilities necessary to properly and safely complete the Work. Construction Manager shall provide as part of its General Conditions or shall cause the Contractors, Subcontractors to provide and erect barricades or other safeguards adequate to warn of danger at the site and to protect persons and property from injury resulting from the Work.

11.5.2 Construction Manager shall cause Contractors and Subcontractors to limit material and equipment storage to the immediate area of the Work and such other areas as the Owner may designate. Construction Manager shall cause Contractors and Subcontractors to so remove or dispose of such items.

11.5.3 Construction Manager shall notify Owner in advance (to the extent practicable, notice shall be made at least 48 hours in advance) of any and all deliveries of major materials to the Project site and shall give notice of receipt of material and equipment that Owner has indicted or customarily would want to inspect prior to incorporation into the Work. Construction Manager shall likewise provide the Owner with similar advance notice prior to commencement of the Work, prior to resumption of the Work in the event of a temporary suspension lasting longer than 72 hours, and at such other time intervals during the progress of the Work as requested by Owner, in order to permit Owner to properly coordinate its normal operations and facilities requirements with the Work.

11.5.4 Construction Manager shall comply and shall require the Contractors and Subcontractors to comply with all federal, state and local laws, rules and regulations applicable to the performance of the Work including without limitation all building codes, noise ordinances, the Americans with Disabilities Act and the equal employment opportunity clause of the Illinois Human Rights Act, and all laws and regulations pertaining to occupational and work safety and disposal of construction debris.

11.5.5 In the event of the Construction Manager's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), Construction Manager may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During performance of this Contract, Construction Manager agrees as follows:

.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability or association with a person with a disability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilizations.

.2 That, if it hires additional employees in order to perform this Contract or any portions thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way the minorities and women are not underutilized.

.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, gender, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability or association with a person with a disability, military status, or an unfavorable discharge from military service

.4 That it will send to each labor organization or representative or workers with which it has or is bound by a collective bargaining agreement or understanding, a notice advertising such labor, organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to

comply with such Act and rules and regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.

.5 That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or the contract agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.

.6 That it will permit access to all relevant books, records, accounts and work sites by the personnel of the contracting agency and the Department for purposes of investigation to ascertain Department's rules and regulations.

.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such Contractor or Subcontractor.

.8 In the same manner as with other provisions of this Agreement, the Construction Manager will be liable for compliance with all applicable provisions of this clause by such Contractors and Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Contractor or Subcontractor fails or refuses to comply therewith. In addition, the Construction Manager will not utilize any Contractor or Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

11.5.6 The Construction Manager's Compliance and Certifications attachment is attached to and incorporated in this Agreement as **Exhibit B**. Construction Manager shall cause all Contractors and Subcontractors to execute a Compliance and Certification affidavit substantially in the same form as Exhibit B.

11.5.7 The General Conditions of the Contract for Construction are attached to and incorporated in this Agreement.

11.5.8 Each June the Owner adopts an ordinance determining the prevailing rates of wages as required by law. The Owner adopts the prevailing rates of wages published by the Illinois Department of Labor for Cook County. Revisions of the Prevailing Wage Rates are made periodically by the Illinois Department of Labor. As required by the Prevailing Wage Act any and all such revisions supersede the Owner's June determination. The Construction Manager is responsible for determining the applicable prevailing wage rates at the time of performance of the Work. Current prevailing wage determinations for Cook County should be obtained directly from the Illinois Department of Labor website: https://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/2015/july/COUNTY.HTMFailure of the Construction Manager to make such determination shall not relieve it of its obligations in accordance with the Contract Documents.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

.1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as modified herein,

.2 AIA Document A201–2007, General Conditions of the Contract for Construction as modified by the Owner

.3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

.5 Other documents:
(List other documents, if any, forming part of the Agreement.)

Construction Manager's Proposal dated September 19, 2016and attached to and incorporated in this Agreement as Exhibit A

Construction Manager's Compliance and Certification Attachment, attached to and incorporated in this Agreement as Exhibit B.

Insurance Requirements for CMC as set forth on Exhibit C-1 attached to and incorporated in this Agreement, and Insurance Requirements for Trade Contractors, Vendors and Suppliers as set forth on Exhibit C-2 attached to and incorporated in this Agreement.

This Agreement is entered into as of the day and year first written above.

VILLAGE OF BARTLETT	FREDERICK QUINN CORPORATION
By:_____	By:_____
(Table deleted)	
Kevin Wallace, Village President	Jack Hayes, President
Attest:	Attest:
_____	_____
Lorna Giless, Village Clerk	_____, Secretary
	[print name}

ATTACHMENT G
CONSTRUCTION MANAGER AS CONSTRUCTOR COMPENSATION PROPOSAL

NAME OF PROPOSER: Frederick Quinn Corporation

The undersigned, in response to the Village of Bartlett Request for Proposal for Construction Manager as Constructor Support Services dated September 6, 2016, revised September 14, 2016, hereby proposes fees at the prices stated below. These listed fees and costs are to cover all expenses incurred in performing the services as set forth in the Modified AIA A133-2009 Agreement Between Owner and Construction Manager as Constructor Where the Basis of Payment is the Cost of Work Plus a Fee with a Guaranteed Maximum Price (the "Agreement"):

A. COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES:

Preconstruction Phase Fee:

Twenty-Five Thousand DOLLARS ($ 25,000.00)
(Lump Sum)

(Attach Preconstruction Schedule of Values and attach a list of proposed reimbursable cost items.)

B. COMPENSATION FOR CONSTRUCTION PHASE SERVICES:

1. Construction Phase Fee: Two per cent (2 %) of the Cost of the Work as defined in the Agreement.

2. General Conditions Amount: - Based on 64 week construction duration as outlined in revised RFP.

Four Hundred Sixty Thousand DOLLARS $ 460,000.00)
(Lump Sum) (See attached recap of GC items)

3. Cost of Performance Bond and Labor and Material Payment Bond based on a total construction cost for the Project of $16,450,000, including Construction Management Fees:

One Hundred Thirty Five Thousand DOLLARS $ 135,000.00)
(Lump Sum) (Based on providing 110% bond)

4. Cost of Insurance required by Exhibit C-1 to the Agreement based on a total construction cost for the Project of $16,450,000, including Construction Management Fees:

One Hundred Forty Thousand DOLLARS $ 140,000.00)
(Lump Sum)

5. Overhead and Profit Multiplier. - All overhead and profit is included in construction phase fee (Item 1. above).

5.A. Overhead: N/A per cent (N/A %) of the Cost of the Work as defined in the Agreement.

5.B. Profit: N/A per cent (N/A %) of the Cost of the Work as defined in the Agreement.

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EXHIBIT
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6. Rental rates for Construction Manager-owned equipment shall not exceed:

N/A per cent (N/A %).
(No self perform)

7. Insert all additional categories and estimated amounts not included in the six (6) categories listed above for which the Proposer will seek compensation or reimbursement and the estimated amount for each such category:

N/A ($_____)

_____ ($_____)

_____ ($_____)

_____ ($_____)

_____ ($_____)

_____ ($_____)

C. **PROJECT TEAM:** The Construction Manager's services will be performed by the following team members, and unless otherwise provided, any additional work ordered by the Village and performed by a team member listed below shall be billed at the hourly rates set forth below:

RATE TABLE

Project Executive	$ 200 .00/Hour
Project Manager	$ 150 .00/Hour
Cost Estimator	$ 150 .00/Hour
Field Superintendent	$ 95 .00/Hour
Project Engineer	$ 70 .00/Hour
Clerical / Accounting	$ 70 .00/Hour

With cooperation of the Village of Bartlett and its consultants, the undersigned will continue to work with due diligence to provide a Guaranteed Maximum Price within the maximum total construction price for the Project between $15,500,000 and $17,400,000, including all Construction Management fees.

This Proposal shall be good for 60 days after submission.

Upon receipt of award of the Agreement, the undersigned agrees to execute the Agreement within fifteen (15) days and deliver acceptable Performance and Labor and Material Payment Bonds in the initial amount of $19,140,000.

Type of Organization: Corporation
(corporation, limited liability company, etc.)

Name of Proposer: Frederick Quinn Corporation

Address: 103 S. Church Street

Addison, IL 60101

Authorized Signature
Title: President

Schedule

The schedule outlined in the RFP provides reasonable and achievable milestones for design and cost estimating, arriving at a bidding timeframe of September, 2017, and the start of construction in the fall (October) of 2017. The proposed timeframe for construction duration (64 weeks) is also reasonable and achievable based on the phasing and design information provided. It would be the goal of FQC to not only meet the proposed schedule, but to significantly improve on these durations through thoughtful and careful planning during preconstruction activities.

As indicated above, while reasonable, the proposed schedule establishes the start of construction at a time leading into winter. This is especially the case since the first step of construction will be demolition of Phase I, which puts the start of new construction even deeper into the winter months. This is achievable but puts a premium on construction, with winter conditions expenses. Based on our walkthrough and a review of the available phasing and design information, FQC believes it is possible to reduce the design/estimating phase alone by one month, through more efficient delivery of the cost estimating services by FQC. We are confident that FQC can reduce the cost estimating durations between both the SD and DD phases by one total month, without impacting the design durations. This advances the bidding timeframe into August and allows demolition to begin in September, 2017. While helpful, we would also suggest the benefit of early release bid packages for Phase I demolition and excavation/site utilities. By advancing these bid packages into the summer, demolition could occur in the late summer, leading to actual construction activities (concrete, etc.) in early fall, thereby reducing or eliminating costs for winter conditions. This approach would need to be vetted with the Police Department and Village with respect to ongoing operations and with the design team members (Williams and V3). If agreeable, potential revised milestone schedules would include the following dates:

	Without Early Release Packages
Complete Schematic Design:	November, 2016
SD Cost Estimate (2 weeks):	Mid-December, 2016
Design Development (12 weeks):	February, 2017
DD Cost Estimate (3 weeks):	**March, 2017**
Complete CD Design Phase:	**July, 2017**
Bidding:	**August, 2017**
Start of Construction:	**September, 2017 – beginning with demolition**

	With Early Release Packages
Complete Schematic Design:	November, 2016
SD Cost Estimate (2 weeks):	Mid-December, 2016
Design Development (12 weeks):	February, 2017
DD Cost Estimate (3 weeks):	**March, 2017**
Complete **Phase I** CD Design Phase:	**June, 2017 – Demolition and Excavation/Site Utilities**
Phase I Bidding:	**July, 2017**
Complete **Phase II** CD Design Phase:	**July, 2017**
Start of Phase I Construction:	**August, 2017 – Demolition and Excavation/Site Utilities**
Phase II Bidding:	August, 2017
Start of Phase II Construction:	**September, 2017 – New Phase I construction**

As indicated above, FQC is committed to the schedule outlined in the RFP. The above suggested timeframes are provided in an effort to improve cost efficiency of the project by reducing or eliminating the costs for winter conditions.

FQC™
CONSTRUCTION MANAGEMENT

FREDERICK QUINN CORPORATION
GENERAL CONDITIONS RECAPITULATION

PROJECT: Village of Bartlett New Police Facility
LOCATION: Bartlett, IL
ARCHITECT: Williams

Project Start: **October, 2017**
Project Finish: **February, 2019**
Phased Construction

DESCRIPTION	QUANTITY	UNIT		
Project Manager	64.0	Weeks		
Field Superintendent	64.0	Weeks		
Project Engineer	32.0	Weeks		
P.M. & P.E. Expenses	16.0	Months		
Project Assistant	16.0	Months		
Project Accounting	16.0	Months		
Insurance - Field Office	1.0	Lump Sum		
Construction Trailer	16.0	Months		
Haul,Hookup & Setup	1.0	Lump Sum		
Office Trailer Supplies	16.0	Months		
Office Trailer Furniture	16.0	Months		
Mailing/Postage	16.0	Months		
Fax/Copier/Computer	1.0	Lump Sum		
Blueprints	1.0	Lump Sum		
Temporary Safety Signs	1.0	Lump Sum		
Telephone/Data	16.0	Months		
Drinking Water	16.0	Months		
Temporary Toilets	16.0	Months		
Progress Photographs	16.0	Months		
Small Tools	1.0	Lump Sum		
CPM Schedule	16.0	Months		
Fire Extinguishers	4.0	Each		
Punch List Labor	40.0	Hours		
Safety Consultant	16.0	Months		
Total				$460,000.00

ATTACHMENT F – Certification

CERTIFICATE OF COMPLIANCE
Illinois Compiled Statutes
65 ILCS 5/11-42.1-1

Jack Hayes, the Party whose signature is listed below hereby certifies that said Construction Manager is not delinquent in taxes that are outstanding or otherwise due to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

By: _____ / President
Authorized Agent of Construction Manager (name and title)

SUBSCRIBED AND SWORN TO BEFORE
Me this 19th day of September, 2016.

_____
Notary Public

JENNIFER ZYCHOWSKI
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 23, 2019

EXHIBIT
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EXHIBIT C-1

INSURANCE REQUIREMENTS FOR CONSTRUCTION MANAGER CONSTRUCTOR (CMC)

Manager shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Manager shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than $5,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 20 10 10 01, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance

Manager shall maintain CGL and, if necessary, commercial umbrella liability insurance with a limit of not less than $5,000,000 each occurrence for at least three (3) years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two (2) times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance

Manager shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers' Compensation Insurance

Manager shall maintain workers' compensation insurance as required by statute and employer's liability insurance. The commercial umbrella and/or employer's liability limits shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Manager waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Manager's work.

E. Builder's Risk Insurance

Manager shall maintain Builder's Risk Property Insurance ("BRI") coverage with the Construction Manager and the Owner as loss payees as their interests may appear. Such BRI coverage shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis.

Manager shall pay all deductibles for the BRI. A loss insured under the BRI shall be adjusted by the Manager and made payable to the Manager for the insureds, as their interests may appear.

Manager shall distribute proceeds of the BRI, first to the trade Subcontractors and the Manager in payment of the costs of replacing damaged property, and second, in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. The Manager shall have the power to adjust and settle a loss in good faith with the BRI insurer.

F. Professional Liability Insurance

Manager shall maintain professional liability insurance with limits of not less than $1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not to exceed $50,000 without the Owner's prior written approval. If the policy is written on a claims made form, the retroactive date must be equal to the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Manager shall be required to purchase supplemental extending reporting

period coverage for a period of not less than three (3) years. Such professional liability insurance shall provide indemnification and defense of acts, errors or omissions in providing the following professional services, but not limited to, providing direction, instructions, supervision, inspection, construction management services, or failing to provide them if that is the primary cause of injury or damage.

G. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Manager shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for thirty (30) days written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Manager's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Manager or any subcontractor from entering the project site until such certificate(s) or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of this Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Manager shall provide certified copies of all insurance policies required above within ten (10) days of Owner's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Manager's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, Manager may be asked to eliminate such deductibles or self-insured retentions as respects Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration, and defense expenses.

5. Subcontractors

Manager shall cause each subcontractor employed by Manager to purchase and maintain insurance of the type specified above. When requested by Owner, Manager shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

6. Waiver of Subrogation

The workers compensation policy shall be endorsed with a waiver of subrogation in favor of the Owner for all work performed by Manager, its employees, agents, trade contractors and subcontractors.

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EXHIBIT C-2

INSURANCE REQUIREMENTS FOR TRADE CONTRACTORS, VENDORS AND SUPPLIERS

Each Contractor, Vendor and Supplier shall obtain insurance of the types and in the amounts listed below. For purposes of these requirements, the term "Contractor" shall mean all contractors, vendors, suppliers and other companies or businesses to which this Contract applies.

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than $2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance (Only those contractors to which Completed Operations applies)

Contractor shall maintain CGL and, if necessary, commercial umbrella liability insurance with a limit of not less than $2,000,000 each occurrence for at least three (3) years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two (2) times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers' Compensation Insurance

Contractor shall maintain workers' compensation insurance as required by statute and employer's liability insurance. The commercial umbrella and/or employer's liability limits shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for thirty (30) days written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project Site until such certificate(s) or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of this Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within ten (10) days of Owner's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to Owner. At the option of Owner, Contractor may be asked to eliminate such deductibles or self-insured retentions as respects Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration, and defense expenses.

5. Additional Insured

The Owner shall require the Construction Manager and each of its trade Subcontractors to name the Owner, the Architect and the Architect's consultants as additional insureds on each of their commercial general liability and automobile liability policies, which policies shall be endorsed to provide that this coverage is primary and non-contributory over any other insurance which the additional insured may have. Such insurance shall cover the additional insureds for claims arising out of the operations of the Construction Manager and its trade subcontractors.

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
New Police Facility
Village of Bartlett
228 South Main Street, Bartlett, IL, 60103

THE OWNER:
(Name and address)
Village of Bartlett
228 South Main Street, Bartlett, IL, 60103

THE ARCHITECT:
(Name and address)
Williams Associates Architects, Ltd.
doing business under the assumed name
William Architects
500 Park Boulevard – Suite 800
Itasca, IL, 60143

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

Init.
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INDEX
(Numbers and Topics in Bold are Section Headings)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, any certifications required by the bid documents, Invitation to Bid, Instruction to Bidders, Contractor's Proposal, Performance Bond, Labor and Material Payment Bond, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means all of the Contractor's obligations under the Contract Documents, including the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. The "Work" shall also include labor, materials, equipment and services provided or to be provided by subcontractors, sub-subcontractors, materials suppliers or other entity for whom the Contractor is responsible under or pursuant to the Contract Documents. The Contractor acknowledges and agrees at the time of attachment hereto or incorporation herein by reference, each Contract Document will include all work, whether or not shown or described, which reasonably may be inferred to be required or useful for the means, methods and techniques necessary for completion of the Work in accordance with the applicable laws, ordinances, codes and professional standards.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§1.1.7 CONSTRUCTION DELIVERY SYSTEM

The Construction Delivery System is Construction Manager Constructor, also commonly referred to as Construction Manager at Risk, i.e., upon the Owner's award of publicly bid contracts with various trades the Construction Manager shall enter into subcontracts with each of the Trade Contractors. The Trade Contractors shall hereinafter be referred to collectively as "Contractors", "Trade Contractors", "trade Subcontractors", or "Subcontractors"; or singly as "Trade Contractor" or "trade Subcontractor". The term "Subcontractor" or "Subcontractors" is also

sometimes used herein to refer not only to the trade Subcontractors, but also to the Contractor's other subcontractors and/or material suppliers with whom it has a direct contract; their sub-subcontractors and material suppliers. The Construction Manager shall also hereinafter be referred to as "Contractor", "Construction Manager" or "CM". The contractual responsibilities of the Construction Manager include the performance of the trade Subcontractors and Contractor's other Subcontractors and material suppliers with whom the Contractor has a direct contract, and their respective subcontractors, sub-subcontractors of every tier, and material suppliers. To the extent Construction Manager is called out solely and exclusively to perform Work, it alone is responsible for the Work. To the extent the trade Subcontractors are contractually called out to solely and exclusively be responsible for Work, each of the trade Subcontractors is solely and exclusively responsible for such work and not the Construction Manager.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.1.10 PROJECT MANUAL

The Project Manual is a volume assembled for the Work that includes, but is not limited to the Contract Documents and all Exhibits thereto.

§ 1.1.11 PROVIDE

When the word "provide", including derivatives thereof, is used, it shall mean to properly fabricate, complete, transport, deliver, install, erect, construct, test and furnish all labor, materials, equipment, apparatus, appurtenances, and all items and expenses necessary to properly complete in place, ready for operation or use under the terms of the specifications and related Contract Documents.

§ 1.1.12 SURETY

The surety is any firm or corporation that has executed as surety the Contractor's Performance Bond and Payment Bond guaranteeing the performance of the Contract.

§1.1.13 "As selected", or "as approved", or "satisfactory to", or "as required", or "as directed" mean as selected, approved, required or directed by the Owner or by the Architect acting for the Owner, unless otherwise specified in the specific provision in which the term is used.

§1.1.14 "Final Completion" means the date the Contract has been fully performed, all the Work has been completed and a final Certificate for Payment approved by the Owner has been issued by the Architect.

§1.1.15 "Indicated" and "shown" mean as described, detailed, discussed, scheduled, referenced, or called for in, or reasonably inferable from, the Contract Documents, in order to produce a first class Work product.

§1.1.16 "Or equal", "approved equal", or "equal to" mean that the determination whether an alternative product or system is equal to that indicated or specified shall be made by the Owner.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The Contract Documents include all items necessary for the proper execution and completion of the Work by the Contractor. The Work shall consist of all items specifically included in the Contract Documents as well as all additional items of work "indicated" in or from the Contract Documents. The Contract Documents are complementary, and what is required by any one Contract Document shall be as binding as if required by all. By its execution of the Contract and any subcontract, the Contractor represents, acknowledges and agrees that any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves or any conflicts between the Contract Documents and applicable standards, codes and ordinances, have been referred to the Owner and Architect by Contractor prior to submission of bids and have been clarified by an Addendum issued to all bidders. The Contractor represents that the subcontractors, manufacturers, and material suppliers engaged or to be engaged by it are or will be familiar with the requirements for performance by them of their obligations.

If any such differences or conflicts were not called to the Owner's and Architect's attention prior to submission of bids, the Architect shall decide which of the conflicting requirements will govern based upon the most stringent or highest quality of the requirements, and, subject to the approval of the Owner, the

Contractor shall perform the Work at no additional cost and/or time to the Owner in accordance with the Architect's decision. Work not indicated in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results.

Large scale drawings shall take precedence over small scale drawings; figured dimensions on drawings over scaled dimensions and noted material over graphic representations.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Unless specifically stated as an obligation of Owner, it is understood to be an obligation of Contractor. The use of the singular or plural, or the use of a male or female pronoun, is solely for the purpose of convenience and the Contract Documents shall be read to include the male and female, and the plural where such meaning is appropriate.

§1.2.4 All Work shall conform to the Contract Documents. The Contractor shall not make changes from the Contract Documents without review and written acceptance by the Architect and the Owner.

§1.2.5 In case of conflict in or between Drawings and Specifications, the Contractor will be deemed to have estimated on, and agreed to provide, the greater quantity or better quality of materials and work unless he shall have, before submission of bid, asked for and obtained written decision of the Architect as to which method of materials will be required.

§1.2.6 If the Owner decides to accept a lesser quantity or lower quality of materials and work, the Contract Sum shall be reduced by the difference between the cost of the Work that the Owner accepts and the cost of the greater quantity or better materials and work.

§1.2.7 Whenever a provision of the Specifications conflicts with agreements or regulations in force among members of trade associations, unions, or councils which regulate or distinguish what work shall or shall not be included in the work of a particular trade, the Contractor shall make all necessary arrangements to reconcile such conflict without delay, damage, or cost to the Owner, and without recourse to the Architect or the Owner. In case progress of the Work is affected by undue delay in furnishing or installing items of material or equipment required under the contract because of a conflict involving such agreement or regulations, the Architect may require that other materials or equipment of equal kind and quality be provided at no additional cost to the Owner.

§1.2.8 The Agreement shall govern over all the other Contract Documents. In cases of discrepancies among the Contract Documents other than the Agreement, the matter shall be submitted to the Architect for clarification prior to proceeding with the Work involved. No increase or decrease in Contract Sum shall result, providing such clarification is consistent with the intent of any of the documents in discrepancy.

§ 1.2.9 In the event of discrepancies or conflicts among or between the Contract Documents or observable conditions exist, the trade Subcontractor shall request an interpretation in writing from the CM and Architect before proceeding with the Work. If the trade Subcontractor fails to request such an interpretation from the CM and the Architect, it is presumed that the more stringent, better quality or higher quantity requirement is included in the Work. The trade Subcontractor shall be responsible for the cost and installation of such requirement at no additional cost to CM or to Owner. Before ordering any materials or doing any Work, the CM, through the trade Subcontractors,shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. Any difference which may be found shall be submitted to the Architect for interpretation before proceeding with the Work as a condition precedent to any claim for an increase in the Contract Sum or GMP.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, PROJECT DOCUMENTS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including Drawings and Specifications, and will retain as between the Architect and the Contractor, all common law, statutory, and other reserved rights and copyrights. The Owner has a perpetual, non-exclusive license therein. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

(Paragraph deleted)

§1.5.2 The Contractor, trade Subcontractors, other Subcontractors and Sub-subcontractors and material and equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work.

§ 1.5.3. The Contractor and the trade Subcontractors hereby specifically acknowledge and declare, and the execution of the Contract by the Contractor and the execution of the subcontracts by each of the trade Subcontractors is a representation of the Contractor and by each of the trade Subcontractors that the Contract Documents, are sufficient to have enabled the Contractor and trade subcontractors to determine the cost of the described Work and that the Contract Documents are reasonably sufficient to enable it to construct the Work outlined therein, in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Contractor's obligation to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Substantial Completion established in the Agreement. The Contractor further acknowledges and declares that it has visited and examined the site, examined all reasonably observable physical and other conditions affecting the Work and is fully familiar with all of the reasonably observable conditions thereon and thereunder affecting the same. In connection therewith, Contractor specifically represents and warrants to Owner that it has, by careful examination, satisfied itself as to: (1) the nature, location, and character of the Project and the site, including, without limitation, reasonably observable surface conditions of the site and all reasonably observable structures and obstructions thereon, both natural and manmade, and all reasonably observable surface water conditions of the site and the surrounding area; (2) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents. In connection with the foregoing, and having carefully examined all Contract Documents, as aforesaid, and having visited the site, the Contractor acknowledges and declares that it has no knowledge of any discrepancies, omissions, ambiguities, or conflicts in said Contract Documents and that if it becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it has an obligation to and will promptly notify Owner and Architect of such fact, and will not proceed, or allow its Subcontractors, or any of them, to proceed, until it shall have received the written interpretation of Owner or Architect.

Claims for additional compensation or extensions of time because of the failure of the Contractor or trade Subcontractor to familiarize itself with the conditions enumerated in the Contract Documents and other conditions of the site which might affect the Work, or because of the failure of the Contractor or trade Subcontractor to obtain a needed interpretation before proceeding with the Work, will not be allowed.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, excluding matters requiring approval by Owner's Board. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Decision of the Owner. All work done under this Contract and the applicable contract or subcontract with the CM shall be done to the reasonable satisfaction of the Owner, with Architect's input, who shall in all cases determine the amount of work done which is to be paid for under this Contract.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents or by law, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. The Contractor shall, and shall cause all applicable subcontractors, to provide information or other assistance as the Architect or Owner may request in connection with obtaining permits.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, geotechnical data, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall review such information furnished by the Owner and compare such information with observable physical conditions and the Contract Documents and shall promptly report to Owner and Architect in writing any conflicts, errors or omissions that it recognized. The Contractor shall also be responsible for any such conflicts, errors or omissions that it should have recognized exercising the standard of care provided in subparagraph 3.1.2. the Contractor represents that it has inspected the location of the Work and has relied on the soil and subsurface engineering and investigative reports (including any environmental site assessments), if any, provided by the Owner and such site investigations and other appropriate due diligence investigations as a prudent contractor for a Project of this size, scope and quality would undertake. The Contractor shall recommend that the Owner commission and undertake such further investigations and studies as may be necessary or useful to determine surface, subsurface and existing conditions. Based upon the foregoing surveys, reports , studies, inspections, understandings, agreements and acknowledgements, the Contractor agrees and acknowledges (i) that the Contract Sum is just and reasonable compensation for all known Work, including all reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith, and (ii) that the Contract time is adequate for the performance of the Work depicted on the Contract Documents and reasonably inferable therefrom.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2. Subcontractors and Vendors shall obtain their copies from the Constructor Manager's allotment.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2, or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the Work within the Contract Time or fails to remove and discharge (within ten days) any lien filed upon Owner's funds by anyone claiming by, through, or under Contractor,

or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents, or fails to carry out any portion of the Work in accordance with the Contract Documents, or in the event an emergency arises that requires the Work to be stopped, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated or the emergency no longer exists; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The Owner and Architect shall at all times have access to the Project Site for purposes of inspection whenever the Work is in preparation and progress.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or approved construction schedules, and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, or fails within such seven-day period to eliminate (or diligently commence to eliminate) the cause of any stop work order issued under Section 2.3 thereof, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the actual cost of correcting such deficiencies, including Owner's expenses (including attorneys' fees and consequential or incidental expenses) and compensation for the Architect's additional services made necessary by such default, neglect or failure, as well as testing, engineering, accounting, consulting services, attorney's fees and expenses. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner within ten (10) days of the Owner's request..

§2.5 OWNER'S RIGHT TO AUDIT

The Contractor shall keep full and accurate records of all labor and materials costs incurred and items billed in connection with the performance of the Work, which records shall be open to audit by the Owner or its authorized representatives during performance of the Work and until three years after Final Payment. In addition, the Contractor shall make it a condition of all subcontracts relating to the Work that any and all trade Subcontractors will keep accurate records of cost incurred and items billed in connection with their work and that such records shall be open to audit by the Owner or its authorized representatives during performance of the Work and three years after each trade Subcontractor's final completion.

§2.6 OWNER'S REMEDIES NOT EXCLUSIVE

The rights and remedies of Owner stated in this Article 2 shall be in addition to and not in limitation of, any other rights of the Owner granted in the Contract Documents or at law or in equity

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained herein or inferable herefrom shall be deemed or construed to (1) make Contractor the agent, servant, or employee of the Owner, or (2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status as described herein.

§ 3.1.2 The Construction Manager and the Trade Contractors shall perform the Work in accordance with the Contract Documents. As between the Owner and the Construction Manager, the Construction Manager r, shall at all times in performing its services under the Contract exercise due care, high quality craftsmanship, and due diligence in a manner equivalent to other reputable construction managers performing similar services of like kind, size and complexity. Any elements found unacceptable and not in compliance with the Contract Documents will be removed

and replaced by the Contractor until satisfactory results are obtained.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed , correlated personal observations with requirements of the Contract Documents, and has satisfied itself as to the nature and location of the work, the general and local conditions, including those bearing upon access (including partial or total restriction in access), transportation, disposal, staging, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, ground water table or similar physical conditions of the ground, the character, quality and quantity of existing conditions to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the work and all other matters which can in any way effect the work or the cost thereof under this Contract. Any failure by the Contractor to acquaint itself with all the available information concerning these conditions will not relieve the Contractor from any obligations to comply with the Contract Documents. Furthermore, execution of the Contract by the Contractor is a representation that the Contract Documents include the construction details necessary to perform the Work.

Before the Project or trade contract work is let for bid, the Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner pursuant to Section 2.2.2 and shall at once report to the Architect and Owner errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents that could not have been discovered by a reasonably diligent contractor experienced in performance of the type of work of the Work of this Project in advance of performance and that are not of the nature of items described in and intended to be covered in Sections 1.2.1 and 1.5.2 hereof, unless the Contractor recognized or reasonably should have recognized such error, inconsistency or omission and failed to report it to the Owner and Architect. If the Contractor performs any construction activity involving an error, inconsistency or omission in the Contract Documents that the Contractor recognized or reasonably should have recognized and of which Contractor failed to notify the Owner and Architect, the Contractor shall assume complete responsibility for such performance and shall bear the full amount of the attributable costs for correction.

§3.2.1.1. If any errors, inconsistencies, or omissions in Contract Documents are recognized or reasonably should have been recognized by the Contractor, any employee or agent of the Contractor, or any of its trade Subcontractors or other subcontractors, the Contractor shall be responsible for notifying the Owner and Architect in writing of such error, inconsistency, or omission before proceeding with the Work. The Architect will take such notice under advisement and within a reasonable time commensurate with job progress render an interpretation. The Architect's interpretation shall be subject to Owner's approval. If the Contractor becomes aware, or in the exercise of reasonable care should have become aware, of such error, inconsistency or omission and fails to give such notice and proceeds with such Work, it shall correct any errors, inconsistencies, or omissions at no additional cost to the Owner.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or that should have been discovered by

Contractor in exercising the standard of care in Subparagraph 3.1.2 or made known to the Contractor as a request for information in such form as the Architect may require. The exactness of grades, elevations, dimensions, or locations given on any drawings issued by the Architect or the Work installed by other contractors, is not guaranteed by the Architect or Owner. In all cases of interconnection of his Work with existing work, Contractor shall field measure and verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations, or dimensions shall be promptly rectified by him without extra cost to the Owner.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 In all cases of interconnection of the Work with existing facilities, Contractor shall field measure and verify at the site all dimensions relating to such existing facilities. Any conflicts in the Work and the existing facilities which could have been mitigated by the Contractor's obligation to verify the dimensions of the existing facilities shall be promptly rectified by the Contractor at its own expense.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention and the standard of care provided in paragraph 3.1.2. The trade Subcontractors shall be solely responsible for, and have control over jobsite safety, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the trade Subcontractors shall evaluate the jobsite safety, good construction practices to accomplish the installation, including manufacturer's installation procedures, and warranty implications, except as stated below, the trade Subcontractors shall be fully, exclusively and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the trade Subcontractor determines that such means, methods, techniques, sequences or procedures may not be safe or in accordance with good construction practice or affects the warranties, the trade Subcontractor shall give timely written notice to the Construction Manager, Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the trade Subcontractor is then instructed to proceed by the CM with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the trade Subcontractor, the CM shall be solely responsible for any loss or damage arising solely from those CM-required means, methods, techniques, sequences or procedures. The owner shall not be in control of jobsite safety or responsible to the CM or the trade Subcontractors for jobsite safety.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors, or claiming by, through or under the Contractor, and for any damages, losses, costs, and expenses resulting from such acts or omissions. It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work. If Work in place does not comply with the Contract Documents, and the Construction Manager becomes aware , or in the exercise of reasonable care should have become aware, of such noncompliance the Contractor shall immediately correct the Work before proceeding with subsequent Work.

§ 3.3.4 The Contractor shall coordinate inspections by governmental authorities having jurisdiction over the Work.

§3.3.5 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

§3.3.6 The Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and that they provide materials on time. The Contractor shall coordinate its Work with that of all others on the Project including deliveries, storage, installations, and construction utilities. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated, the Contractor shall meet with all others involved, before installation, to plan the most effective and efficient method of overall installation.

§3.3.7 The Contractor shall establish and maintain bench marks and all other grades, lines and levels necessary for the Work, report errors or inconsistencies to the Owner and Architect before commencing Work, and review the placement of the building(s) and permanent facilities on the site with the Owner and Architect after all lines are staked out and before foundation Work is started. The Contractor shall provide access to the Work for the Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by the Contractor or its Subcontractors (of any tier) on adjacent properties due to construction as revealed by an improvement survey, except for encroachments arising from errors or omissions not reasonably discoverable by the Contractor in the Contract Documents shall be the sole responsibility of the Contractor, and the Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at the Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall check all materials and labor entering into the Work and shall keep full, detailed accounts thereof.

§ 3.4.2 Except as provided herein, the materials specified have been determined to have characteristics appropriate for the purposes of this Project. No work will be acceptable which utilizes an alternate not approved during the bidding process. Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions equivalent to or superior to the specified materials only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall require employees for whom it is responsible working at the jobsite to participate in a mandatory drug testing program to the extent permitted in union agreements administered by the Contractor and required by the Owner. The costs for drug testing, reports and other related costs are the responsibility of the Contractor.

§3.4.4 Contractor shall maintain harmonious labor relations on the job site. The Contractor shall only employ labor on the Project or in connection with the Work capable or working harmoniously with all trades, crafts and any other individuals associated with the Project. The Contractor shall minimize the likelihood of any strike, work stoppage or other labor disturbance. If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members of councils which regulate or distinguish what activities shall or shall not be included in the Work of any particular trade. If a labor problem arises or any person employed by the Contractor on the Work shall appear to the Owner to be incompetent or conduct himself in a disorderly or improper manner,

such person or persons shall be removed from the Work immediately on the request of the Owner. Said removal shall not create any additional cost to Owner and shall not extend the time for completion of the Work

§3.4.5 The Contractor shall carefully inspect all materials delivered on and to the Project Site and reject defective materials without waiting for the Architect or other representative of Owner to observe the materials.

§3.4.6 The Contractor shall pay, if applicable, not less than the prevailing rate of wages as established to all laborers, workmen, and mechanics in the performance of Work under this Contract pursuant to an act of the General Assembly of the State of Illinois entitled "An Act regulating wages of laborers, mechanics, and other workmen employed under contracts for public works," 820 ILCS 130/0.01, et seq., to determine the current prevailing wage rate see (IDOL Website) **www.state.il.us/agency/idol/rates.hlm/**.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents and that the Work will be free from faults and defects and in conformance with the Contract Documents. The Contractor's warranty will not be restricted by the limitations of any manufacturer or subcontractor warranty . Work, materials or equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Inability or refusal of the Subcontractor or supplier responsible for the defective Work to correct such Work shall not excuse the Contractor from performing under the warranty. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranty shall be in effect as set forth in Articles 9 and 12 herein. This warranty does not limit any other rights or remedies of the Owner or Architect.

All warranties shall include labor and materials and shall be signed by the manufacturer or Subcontractor as the case may be and countersigned by the Contractor. All warranties shall be addressed to the Owner and delivered to the Architect upon completion of the Work and before or with the submission of request for final payment. Except as otherwise provided in these General Conditions, elsewhere in the Contract Documents, or in any Certificate of Substantial Completion approved by Owner and Contractor and/or Subcontractor, as applicable, all warranties shall become effective on the date of Substantial Completion of each particular phase of the Work, and shall run for a twelve (12) month period, unless a longer period is provided for in the Contract Documents or by law. Where warranties overlap, the more stringent requirement shall govern.

§**3.5.2.1** If materials or equipment are replaced during the original warranty period, a new warranty period thereon shall then begin from the date that such corrective action is completed and approved for the replaced items.

§**3.5.2.2** For concrete work, warranty protection for a repaired item shall be for twenty-four months Substantial Completion of each phase of the Work or the length of the original warranty period, whichever is longer. This will cover structural failures, as well as surface erosion due to spalling caused by frost popping soft aggregates within the concrete and surface erosion due to faulty workmanship. All concrete work not meeting high industry standards will be removed and replaced at no charge to the Owner.

§**3.5.2.3** Defective materials, equipment or workmanship occurring within the Warranty period may be repaired where such produces results conforming to the Contract Documents relating to appearance, performance and reliability. Where the nature of the defective materials, equipment or workmanship is such that acceptable results cannot be obtained by repair, such defective items shall be removed and replaced with new materials, equipment or workmanship complying with the Contract Documents.

§**3.5.2.4** Correction of defective or non-conforming Work shall include, in addition to that described in Article 12, any damage to the Project or other property that may result from such defective or nonconforming Work or from such corrective action, including without limitation any damage to any contents, to the work of other contractors, or to adjacent property.

§3.5.2.5 The Contractor shall furnish maintenance and twenty-four (24) hour callback service for the equipment provided by Contractor, Subcontractor or supplier for a period of at least six (6) months after Substantial Completion of each phase of the Work , or for such longer period as shall otherwise be provided in any of the Contract Documents. This service shall include regular examinations of the installation by competent and trained employees of the Contractor, or manufacturer, and shall include all necessary adjustments, greasing, oiling, cleaning, supplies and parts to keep the equipment in proper operation except such parts made necessary by misuse, accidents or negligence not caused by the Contractor or any of its Subcontractors.

§3.5.2.6 The warranty provided in this Paragraph 3.5 shall be in addition to and not in limitation of, any other warranty or remedy required under the Contract Documents or under applicable law.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Illinois State sales tax is not applicable to the Project with respect to materials, equipment and supplies incorporated in the Work or totally consumed in the performance of the Work. The Contractor shall pay unemployment and Social Security taxes and other taxes imposed by local, city, state or federal government with respect to Contractor's own personnel and certify to Owner that this has been done before payment is made to the Contractor.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 Contractor shall comply with and give notices required by laws, ordinances, codes, rules, regulations and lawful orders of public authorities having jurisdiction over all or any part of the Work or any insurance organizations (collectively, "Legal Requirements") relating to the Work of the performance thereof. If the Contractor fails to give any such notice or to permit any inspection, it shall be responsible for and shall indemnify and hold harmless, the Owner, the Architect and their respective consultants, employees, officers and agents against and from any resulting Work delays, fines, penalties, judgments or damages, including without limitation reasonable attorneys' fees and court costs imposed on, or suffered, sustained or incurred by, any of the parties indemnified hereunder. The Contractor shall also be liable to the Owner for any delay in the performance of the Work or increase in the cost of the Work resulting from the Contractor's failure to fully comply with the provisions of this Subparagraph 3.7.2. If the Contractor performs Work that it knows or reasonably should have known would be contrary to Legal Requirements, without such notice to the Architect and the Owner, the Contractor shall assume full responsibility for such Work and delays and shall bear the attributable costs.

(Paragraph deleted)

§ 3.7.2.1 If the Contractor observes that portions of the Contract Documents are at variance with Legal Requirements, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

§3.7.2.2 Copies of any and all permits, licenses and certificates shall be delivered to the Architect and Owner as soon as they are obtained. The Contractor shall deliver the originals of such permits, licenses and certificates to the Architect together with the Contractor's application for final payment.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than three (3) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an

increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. In making this determination, the Contractor shall be fully responsible for any conditions which the Contractor reasonably should have discovered in pre-construction and construction inspections, tests and reviews.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 Contractor shall comply with all public and private utility requirements relating to the Work or the performance thereof. If the Contractor performs Work contrary to applicable utility requirements, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner and reviewed by the Architect with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor's superintendent shall have the knowledge and control of all work under this Contract and shall communicate directly to the Owner upon request. The Contractor's superintendent shall not be removed from the Project by the Contractor, absent death, disability or termination of employment without Owner's written approval. Notwithstanding the foregoing, the Owner shall have the right to require the Contractor to replace the Superintendent if his/her performance is not satisfactory to the Owner.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period, or any extension of said time period, shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised no less than monthly or more frequent intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Construction Schedule shall not be revised without the prior review and approval of the Owner and the Architect, Updated schedules do not constitute an amendment of the Contract Time set forth in the Contract Documents. The Contract Time shall be amended only by written Change Order. Failure of the Owner or Architect to object to a submitted schedule that exceeds time limits current under the Contract Documents shall not relieve the Contractor of its obligations to meet those time limits, nor shall it make the Owner or Architect liable for any of the Contractor's damages incurred as a result of increased construction time or not meeting those time limits. Similarly, failure of the Owner or the Architect to object to the Contractor's schedule showing performance in advance of such time limits shall not create or imply any rights in favor of the Contractor for performance in advance of such time limits.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform and complete the Work in general accordance with the most recent approved schedules submitted to the Owner and Architect. Should the Contractor fail to adhere to the approved construction schedule(s), the Contractor shall immediately, at its own expense, take such measures, at its own expense, so as to fully correct such failure, including addition of personnel and/or equipment, overtime, and/or additional shifts. The Owner shall be entitled to rely on Contractor's schedules for coordination of its own activities, as well as the activities of other contractors working at the Project site or on the Project.

§ 3.10.4 Construction Engineering Check. The Contractor shall notify the Owner three (3) business days in advance of all grading, drainage, and other major items of construction for field checking of construction engineering. All questions pertaining to the Plans, Specifications and details of the work shall be directed to the Owner and cleared prior to construction.

§ 3.10.5 Contractor's Construction Schedule. The Contractor shall provide regular monitoring and updating of the Progress Schedule with monthly Update Reports submitted contemporaneously with the monthly pay application, or more frequently as required by the conditions of the Work. The update report shall indicate progress achieved and activities commenced or completed within the last month.

§3.10.6

Construction Manager's construction schedule for the Work is for management purposes only. Construction Manager shall not be required to meet task durations, sequences, interim dates or milestone dates contained in the Construction Manager's schedules and shall be liable only for Construction Manager's failure to meet the dates of Substantial Completion for each phase of the Work, as modified pursuant to the Contract Documents. If it becomes reasonably certain that Contractor will not be able to achieve Substantial Completion for either phase of the Work by the scheduled date without excuse, then Owner shall be entitled to demand that Contractor take actions to accelerate the rate of progress. In the event actions taken by the Construction Manager are not sufficient so that it becomes reasonably certain that Substantial Completion will not be attained for either or both phases by the scheduled date without excuse after the Construction Manager has been given a reasonable opportunity to accelerate the rate of progress, the Owner may declare a default and terminate the Contract pursuant to Article 14.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals (all collectively referred to herein as "Record Documents"). These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed, and as a condition precedent to final payment signed by the Contractor certifying that they show complete and exact "as-built" conditions; stating sizes, kind of materials, vital piping and conduit locations and similar matters. All Shop Drawings for HVAC, mechanical, electrical, fire protection (sprinkler and alarm) and plumbing and all record drawings and all Drawings and Specifications for the Work shall be available in hard copy and in CAD format compatible, if requested by the Architect and compatible with the Architect's CAD design program unless otherwise agreed to by the Owner.

§3.11.1 Plans and sections of all concealed work, particularly concealed piping and conduit, and deviations from conditions shown on the Contract Drawings, shall be shown and dimensioned on the "Record Documents". Contractor shall develop layout drawings for all concealed work that is schematically indicated on Contract Drawings.

§3.11.2 The Contractor shall maintain all approved permit drawings in a manner so as to make them accessible to governmental inspectors and other authorized agencies. All approved permit drawings shall be delivered to the Owner within 30 days of final completion of the Work.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed by the Architect and Owner.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's review of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's review of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§3.12.11 After the award of the Contract, a request by the Contractor for a substitution of materials or equipment in place of that specified in the Contract Documents will be considered only under one or more of the following conditions:

1. Required for compliance with interpretation of code requirements or insurance regulations then existing.
2. Unavailability of specified products, through no fault of the Contractor.
3. Subsequent information discloses inability of specified products to perform properly or to fit in designated space;
4. Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required; and
5. When it is clearly seen, in the judgment of the Architect and with the Owner's approval that a substitution would be substantially to the Owner's best interests, in terms of cost, time or other considerations.

Substitution requests shall be written, timely, and accompanied by adequate technical and cost data. Requests shall include a complete description of the proposed substitution, name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data, and any other data or information necessary for a complete evaluation by the Architect.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Construction Manager shall cause the Trade Contractors to provide all temporary protection necessary to ensure the safety of persons in or about the Project site. The owner shall not be in control of jobsite safety or responsible to the CM or the trade Subcontractors for jobsite safety.

§ 3.13.1 For Projects involving renovations or additions, the Contractor shall keep the building reasonably water tight at all times during the execution of the Work to the extent possible. The Contractor shall keep noise levels to a minimum, refrain from unreasonable interference with building personnel, maintain utilities in the building in proper working order at all times absent advance special coordination with Owner, and comply with special requirements of the Owner, it any.

§ 3.13.2 Site Access Control Plan.

.1 Parking of construction vehicles on the site by the Contractor shall not inhibit construction nor prevent access for emergency or other official vehicles. Parking of private vehicles on the site by the Contractor is prohibited unless said vehicle is necessary in the execution of the Contract. No construction vehicles shall be parked near or under any existing vegetation on the site.

.2 Construction traffic and staging shall be permitted only within construction limits as indicated on said Site Access Control Plan. The Contractor is responsible for repair of any areas disturbed outside of this area, including grading and sodding. No staging will be permitted on the existing asphalt.

§ 3.13.3 Property Corners. Existing property corners on the site if disturbed shall be replaced by a registered Land Surveyor at the Contractor's expense.

§ 3.13.4 Fencing. The Contractor will be responsible for erecting and maintaining all construction fencing required by applicable law, regulation, rule, ordinance or code at all times of construction. Failure to erect or maintain this fencing will result in the correction of the problem by the Owner at the expense of the Contractor. The Contractor's expense will be back charged to the contract, and may include, but are not limited to, the cost of any materials and staff time. Required fencing must be installed and fully erected before construction operations beginning and tied-up at the end of each working day. All construction fencing must conform to the Specifications and as required by applicable law.

§ 3.13.5 Water Removal. If, during construction, standing water caused by heavy rains or poor drainage becomes a hazard in the proper execution of the Contract, it shall be the responsibility of the Contractor to provide and make payment for removal of said water to existing drainage swales, storm sewers or other natural or man-made drainage ways.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area and streets and sidewalks free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project. Throughout the progress of the Work, the Contractor shall continually remove from the Project Site and any adjacent property, waste, tools, equipment, storage facilities, machinery, trailers, vehicles and surplus materials no longer required for the diligent prosecution of the Work, so as to maintain as orderly and contained a Work Site as reasonably possible at such state of the Work.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner will endeavor to give notice to the Contractor, but is not required to give notice, and Owner may without notice to the Contractor perform

clean up and shall be entitled to reimbursement from the Contractor, or offset from the Contractor's contract balance for the reasonable expenses incurred therefor.

§3.15.3 The Contractor shall walk the site at the close of every work day to assure it is either free of waste material and rubbish, or the waste material and rubbish is secured in a container that is inaccessible to Owner's patrons.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Construction Manager shall waive any right of contribution and indemnify and hold harmless the Owner, the Architect, and their respective officers, officials, shareholders, members, partners, employees, consultants, representatives and agents of any of them (collectively, the "Indemnitees") from and against all claims, causes of action, injuries, damages, losses and expenses, including, but not limited to legal fees (attorney's and paralegal's fees and court costs), and consultant's fees and expenses that the Indemnitees, or any of them, may incur by reason of any injury or damage sustained by any person arising out of or resulting from acts or omissions in the performance of the Work, but only to the extent that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the Work itself, including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of Construction Manager, any subcontractor, sub-subcontractor, material supplier, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

(Paragraph deleted)

§ 3.18.2 To the fullest extent permitted by law, each of the trade Subcontractors, shall waive all right of contribution and shall indemnify and hold harmless the Owner, the Architect, ,the Construction Manager and their agents and employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, and economic damages, arising out of or resulting from or in connection with acts or omissions in the performance of the Work, or is attributable to bodily injury, sickness or death, or injury to or destruction of tangible property, other than the Work itself, including loss of use resulting therefrom; provided that any such claim, damage, loss or expenses is caused in whole or in part by any negligent act or omission of the such trade Subcontractor, any subcontractor, any sub-subcontractor, and any material supplier, or anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, except to the extent it is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement

Any and all claims against the Owner or the Architect or any of their respective agents, employees, or consultants, by any employee of any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any trade Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligation of the Construction Manager and its trade Subcontractors under this Agreement shall not extend to the liability of the Owner, and the Architect, their agents or employees, arising out of their negligence.

The Owner shall require the Construction Manager and each of its trade Subcontractors to name the owner, the Architect and the Architect's consultants as additional insureds on each of their commercial general liability and automobile liability policies, which policies shall be endorsed to provide that this coverage is primary and non-contributory over any other insurance which the additional insured may have. Such insurance shall cover the additional insureds for claims arising out of the operations of the Construction Manager and its trade subcontractors.

§ 3.18.3 [Intentionally Deleted]

§ 3.18.4 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18. shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The purchase of insurance by the Contractor with respect to the obligations required in Article 3.18 shall in no event be construed as fulfillment or discharge of such obligations. The Contractor's indemnity obligation is in addition to, and cumulative of, any other obligations provided by law or contract, all of which are preserved to the Indemnitees without diminution.

§3.18.5 "Claims, damages, losses and expenses" as these words are used in this Contract shall be construed to include, but not be limited to (1) injury of damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in defense of the claim or in bringing an action to enforce the provision of this Indemnity or any other indemnity contained in the Contract Documents; and (3) all costs, expenses, and time incurred or expended by the party being indemnified or its employees at their usual rates plus costs of travel, long distance travel, and reproduction of documents; and (4) error or omission or defect in any submission made to Architect for Architect's approval or review.

§3.18.6 The parties intend the indemnity obligation at Article 3/18 to comply with Illinois law and specifically with the Illinois Anti-Indemnity Act, 740 ILCS 35/1 *et.seq.* ,(the "Act") and agree that Article 3.18 shall be construed so that it does not violate the Act.

§3.19 If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, or cost to the Owner and without recourse to the Architect or the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members of councils which regulate or distinguish what activities shall not be included in the work of any particular trade.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or Architect's authorized representative.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment.

The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect, as a representative of Owner, will visit the site as required to perform the services specified in the Owner-Architect Agreement to become familiar with the progress and quality of the portion of the Work completed, to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents, and to endeavor to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Neither the Architect nor the Owner will have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents, the Owner and Construction Manager shall communicate with each other directly with copies of all communications to the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with trade Subcontractors and material suppliers shall be through the Construction Manager. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and, after consultation with Owner, certify the amounts due the Contractor and will issue Certificates for Payment in such amounts for Work completed in accordance with the Contract Documents.

§ 4.2.6 The Architect has authority to recommend to the Owner that the Owner reject Work that does not conform to the Contract Documents. Subject to Owner's written approval, whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work nor shall the Architect be responsible for defects or deficiencies of the Contractor, its Subcontractors, or suppliers resulting from their failure to complete the Work in accordance with the Contract Documents.

§ 4.2.7 The Architect will review , or take other appropriate action upon, only upon the Contractor's submittals such as Shop Drawings, Product Data and Samples that are required by the Contract Documents, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of specific details, equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Regardless of the review, notations, or mark-ups of the Architect on any submittal, shop drawing or product data, neither the Architect nor its consultants shall be

responsible for any aspect of the submittal, shop drawing or product data which does not comply with the requirements of the Contract Documents, responsibility for which rests solely with the Contractor.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4. All Change Orders, Construction Change Directives, and field directives shall require the written approval of Owner in order to be binding on Owner.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 When submitted in accordance with the Contract Documents, the Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information. Requests for information which do not conform to the requirements of the Contract Documents, or whose answer is reasonably obtainable or inferable from the Contract Documents, may be returned by the Architect without action.

(Paragraph deleted)

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the CM to perform a portion of the Work at the site, including trade Subcontractors, other Subcontractors and/or material suppliers with whom the CM has a direct contract to furnish labor and/or material to be included in the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a trade Subcontractor or other Subcontractor that has a direct subcontract with the Contractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or

entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 All subcontracts shall be in writing and shall be assignable by the Contractor to the Owner upon termination for cause pursuant to the terms of the Contract Documents. All subcontracts shall contain a provision that the subcontract is intended to directly benefit the Owner and the Owner is a third party beneficiary of such subcontract. The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§5.2.5 In the event of a conflict between the Owner and Architect regarding the selection of Subcontractors, the Owner's decision shall govern.

§ 5.2.6 Upon request, the Contractor shall provide all subcontracts, purchase orders, and other agreements relating to the Work.

§ 5.3 SUBCONTRACTUAL RELATIONS

(Paragraph deleted)

§5.3.1 By appropriate written agreement, the Contractor shall require each trade subcontractor and other subcontracts, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Notwithstanding anything contained to the contrary in this Contract, any part of the Work performed for the Contractor or its Subcontractor shall be pursuant to a written Subcontract between the Contractor and such Subcontractor, which shall be prepared on a master form of Subcontract which the Contractor has, prior to the execution of any such Subcontract (or Sub-subcontract) submitted for approval to the Owner, which Subcontract shall contain provisions that (i) require that such portion of the Work be performed in accordance with the requirements of the Contract Documents; (ii) require timely submission of Subcontractor (or Sub-subcontractor, if requested by Owner) payment applications to enable the Contractor to apply for payment in accordance with the provisions of Article 9; (iii) waive all rights the subcontracting parties may have against one another or that the Subcontractor (or Sub-subcontractor) may have against the Owner for damages caused by fire or other perils covered by the property insurance described in Paragraph 11.3; (iv) recognize the rights of the Owner pursuant to the Contingent Assignment of Subcontractor under subparagraph 5.4.1 and require the Subcontractor (upon notice by the Owner that the Owner has terminated the Owner-Contractor Agreement with the Contractor pursuant to the terms of Article 14, and the Owner has elected, pursuant to Subparagraph 5.4.1 to retain the Subcontractor pursuant to the terms of its Subcontract with the

Contractor) to complete the unperformed obligations under such Subcontract and, if requested by the Owner, to enter into an appropriate agreement evidencing the fact that the Subcontractor is bound to the Owner under the Subcontract in the manner in which it has been bound to the Contractor; (iv) require the Subcontractor (and Sub-subcontractor) to carry and maintain insurance in accordance with the requirements of the Contract Documents; and (vi) contain no provisions inconsistent with any of the foregoing clauses (i) of this Subparagraph 5.3.1.

§5.3.2 The Contractor shall not entertain bid proposals or enter into any subcontract, contract, agreement, purchase order or other arrangement ("Arrangement") for the furnishing of any portion of the materials, services, equipment or Work with any party or entity if such party or entity is an Affiliated Entity (as defined below) unless such Arrangement has been approved by the Owner, after full disclosure in writing by the Contractor to the Owner of such affiliation or relationship and all details relating to the proposed Arrangement. The term "Affiliated Entity" means any entity related to or affiliated with the Contractor, its employees, officers or directors or with respect to which the Contractor, its employees, officers or directors has direct or indirect ownership or control, including, without limitation any entity owned in whole or in part by the Contractor, its employees, officers or directors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1
(Paragraphs deleted)
All subcontract agreements shall conform to the requirements of the Contract Documents and the Contractor hereby assigns to Owner (and Owner's permitted assigns) all its interest in any subcontract agreements and purchase orders now existing or hereinafter entered into by the Contractor and any other trade Subcontractor for performance of any part of the Work, which assignment will be effective in the event of the termination of this Agreement and upon acceptance by Owner in writing and only as to those subcontract agreements and purchase orders that Owner accepts in said writing. It is agreed and understood that the Owner may accept said assignment at any time during the course of construction prior to Final Completion. Upon such acceptance by Owner, (1) the Contractor shall promptly furnish to the Owner true and correct copies of the accepted subcontract agreements and purchase orders, and (2) the Owner shall only be required to compensate the accepted Subcontractor(s) or supplier(s) for compensation accruing to such party(ies) for Work done or materials delivered from and after the date on which the Owner accepts the subcontract agreement(s) or purchase order(s). All sums due and owing by the Contractor to the designated Subcontractor(s) or supplier(s) for work performed or material supplied prior to Owner's acceptance of the subcontract agreement(s) or purchase order(s) shall constitute a debt between such parties and the Contractor. It is further agreed that no subcontract agreement or purchase order shall contain any restriction that would prohibit assignment under the terms and conditions stated hereinabove. It is further agreed and understood that such assignment is part of the consideration to Owner for entering into the Contract with the Contractor and may not be withdrawn prior to Final Completion. Any assignment is subject to the prior rights of the surety obligated under bonds relating to the Contract.

§ 5.4.2 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

(Paragraph deleted)

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any

revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

(Paragraph deleted)

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable. Contractor shall be fully responsible for all costs associated with and shall not be allowed any additional time with respect to discrepancies or defects which the Contractor failed to notify the Architect and the Owner in accordance with the terms of this subparagraph.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§6.2.6 Should the Contractor cause damage to the work or property of any separate contractor and/or in the event of any other claim, dispute, or matter in question between the Contractor and any separate contractor, the Contractor shall promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. In any event, the Contractor shall indemnify, defend, and hold harmless the Owner, its officers, officials, employees and agents, to the full extent as agreed to under Section 3.18 of these General Conditions.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may without notice clean up and reasonably allocate the cost among those responsible as an offset against the contract balance due. The Owner will endeavor to provide Contractor notice under Article 15 herein to offset the clean up expenses as enumerated herein.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 The Owner may, without invalidating the Contract and without notice to the surety, direct changes in the Work. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone, subject to the Owner's prior approval.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of any adjustment in the Contract Sum; and
- **.3** The extent of any adjustment in the Contract Time.

Methods used in determining adjustments to the Contract sum may include those listed in Section 7.3.3. Notwithstanding any provision to the contrary in the Contract Documents, the overhead and profit for Contractor and Subcontractors on any Change Order or Construction Change Directive shall be determined as specified in Article 5 of the A133 portion of this Agreement.

§7.2.2 As required by *The Criminal Code*, Section 33 E *Public Contracts* (720 ILCS 5/33E-9), any changes which authorize or necessitate an increase or decrease in either the cost of the contract by $10,000 or more or the time of completion of the Work by 30 days or more may only be made upon the written authorization of the Owner's Board and only upon the written determination of the Owner's Board that:

1. The circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; or
2. The change is germane to the original contract as signed; or
3. The change order is in the best interest of the Village and is authorized by law."

Construction Manager shall not be obligated to perform changed work having a value in excess of $10,000 or schedule impact of greater than 30 days unless it has received a signed change order and written authorization of Owner's Board as provided above.

§7.2.3 No payment for Change in the Work shall be made until such Changes has been memorialized in an executed Change Order and the Change has been implemented into the Work. Partial payments on partially implemented changes shall be paid similarly as partial payment on base contract Work.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.7.

(Paragraph deleted)

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any,

provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect and Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§7.3.11 No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Contract Sum or a change in the Contract Time unless and until such alteration or addition has been authorized by a Change Order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents and applicable law. Accordingly, no course of conduct or dealing between the parties, nor any express or implied acceptance of alterations or additions to the Work and no claim that the Owner has been unjustly enriched shall be the basis of any claim to an increase in the Contract Sum or change in the Contract Time.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect with the Owner's approval has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

§7.5 CONTINUATION OF WORK PENDING RESOLUTION

Pending final determination of cost to the Owner or extension of time to the Contractor, unless otherwise directed by Owner, Contractor shall continue to perform the Work in accordance with the Contract Documents.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement or the Notice to Proceed authorizing the Contractor to commence Work.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The time of Substantial Completion is of the essence of this Contract, including, but not limited to, Substantial Completion of each phase or portion of the Project as set forth in the Construction Schedule.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner and upon receipt of all necessary permits. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall carry the Work forward regularly, diligently, uninterruptedly and expeditiously and in a good workmanlike and professional manner at such a rate of progress and with an adequate work force as will insure the completion of the Work in accordance with the Contract Documents by the date established in the Contract. It is expressly understood and agreed by and between Contractor and Owner that the time for completion of the Work is a reasonable time, taking into consideration the average climatic range, usual industrial conditions, and all other conditions and factors prevailing in this locality.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the progress of the Work prior to Substantial Completion by: any wrongful act or neglect of Owner; changes ordered in the Work which are not caused by the wrongful or negligent acts, errors or omissions of Contractor, its agents, employees or Subcontractors; or by occurrences beyond the control and without the fault or negligence of the Contractor and which by the exercise of reasonable diligence the Contractor is unable to prevent or provide against, including regional labor disputes (not disputes limited to the work force of, or provided by, the Contractor or its Subcontractors) as they affect the Work that cannot be resolved by Contractor's agreeing to the wages, hours, working conditions and other terms as they have been or will be established as the pattern settlement with respect to said dispute, provided that prior to execution of the Contract by Owner, Contractor has advised Owner in writing of the expiration during the Contract Time of applicable labor contracts; fire, unusual delay in deliveries not reasonably foreseeable, unavoidable casualties, adverse weather conditions not reasonably foreseeable, unusual subsurface or concealed Site conditions which could not have been discovered in the exercise of due diligence and which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the type contemplated in the Contract Documents, or by other occurrences which the Architect, subject to the Owner's approval, determines may justify delay, then, provided that the Contractor is in compliance with all other relevant provisions of the Contract Documents, the Contract Time shall be extended by Change Order or Construction Change Directive for the length of time actually and directly caused by such occurrence as determined by the Architect and approved by the Contractor and Owner; provided, however, that such extension of Contract Time shall be net of any delays caused by or due to the fault or negligence of the Contractor or which are otherwise the responsibility of the Contractor and shall also be net of any contingency or "float" time allowance included in the Contractor's construction schedule. The Contractor shall, in

the event of any occurrence likely to cause a delay, cooperate in good faith with the Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 The Trade Contractors shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the work. The Trade Contractors' sole remedy for delay shall be an extension of the Contract Time. In no event shall any delays or extensions of time be construed as cause of justification for payment of extra compensation to the Trade Contractors. Any claims for an increase of the Contract Time shall be made in writing to the Architect within seven (7) days of the event causing the delay.

§8.3.4 Extension of Contract Time resulting from Changes in the Work shall be by Change Order. Whenever the Contractor seeks an adjustment in the Contract Time as part of a Claim or Change Order, the Contractor shall justify the request with proper reference to the approved construction schedules and submitted updated schedules. All executed Change Orders shall be deemed to include adjustments in the Contract Time, if any, resulting from the underlying Change in the Work.

§8.4 If the Contractor, but for a delay not within its control, would have completed the Work prior to the time set forth in the project schedule, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

§8.5 The stated milestone schedule dates for commencement of the Work, Substantial Completion of the Work and Final Completion of the Work, are material inducements to Owner in entering into this Agreement, and all time limits stated in the Contract Documents are of the essence of this Agreement.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 Notwithstanding anything to the contrary contained in the Contract Documents, the Owner may withhold any payment to the Contractor hereunder, if any, for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under any of the Contract Documents; provided, however, that any such holdback shall be limited to an amount sufficient in the reasonable opinion of the Owner to cure any such default or failure of performance by the Contractor.

§ 9.1.2 Prior to commencement of the Work, the Contractor shall deliver to the Architect, the Construction Manager and the Owner a contractor's sworn statement, duly executed and acknowledged and in form satisfactory to the Owner, listing all subcontracts and the amount of each such Subcontract, together with a similar sworn statement from each Subcontractor and where appropriate, from Sub-subcontractors.

§ 9.1.3 The Owner may, at its election, pay any trade Subcontractor, other Subcontractor, sub-subcontractor, or material supplier directly, if Construction Manager without cause has failed to make payments to such trade Subcontractor, other subcontractor, sub-subcontractor, and/or any material supplier for properly performed work put in place or in the case of a material supplier, delivered conforming material to the site.

§ 9.2 SCHEDULE OF VALUES

The Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The Contractor shall prepare the schedule of values using actual bids or negotiated proposals for various components of the Work identifying all Subcontractors and others furnishing labor and/or material under the Contract. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Approval of the schedule of values (and revisions thereto) by the Architect shall be an absolute prerequisite to certification of the Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Until Final Completion, the Owner will pay ninety percent (90%) of the amount due the Contractor on account of progress payments. No interest will be paid on retention amounts.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay. However, this paragraph will not apply to routine retainage the Contractor intends to withhold from the Subcontractor pursuant to the subcontract.

§9.3.1.3 The following forms must be used for pay requests: (1) AIA Application & Certificate for Payment (G702 & G703), or such other form as required by Owner; (2) a Sworn Statement from Contractor (CM) to Owner; (3) Sworn Statement from each of the trade Subcontractor to Contractor that performed any labor or furnished any materials during the applicable payment request; (4) current partial waivers of lien from Contractor (CM) covering such period for which payment is sought ; (5) trailing partial waivers from all trade Subcontractors, other Subcontractors, Sub-subcontractors, and from all subcontractors of every tier that furnished labor, materials, and/or equipment and from all material suppliers that supplied materials in connection with the Project covering the previous period for which payment was made; (6) Certified Payrolls as provided in Sections 13.1.1.5.1 and 13.1.1.5.2; and (7) such additional documentation and/or information requested by the Owner and/or the Contractor relative to said payment request.

§ 9.3.1.4 Failure to supply waivers of lien or acceptable evidence of payment of all current accounts incurred by this Contract work will be considered grounds for withholding final payment.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Stored materials may be included in the Applications for Payment provided the Architect can verify the cost and the existence of such stored materials. The Contractor shall submit requisitions from suppliers and Subcontractors to substantiate the amounts requested on the Application for Payment for materials or equipment stored on or off site. Applications for Payment for stored materials must meet the following criteria: 1) evidence of insurance is required for the stored materials; 2) the materials must be produced or stored for this Project only; and 3) the materials must be stored separately from other inventory and identified for this Project only.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. Although title to the Work covered by partial payments made shall pass to the Owner, this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of the materials and Work upon which payments have been made, or the restoration of any damaged Work, or as a waiver of the right of the Owner to require the fulfillment of all terms of the Contract Documents. A Sworn "Contractor's Affidavit" shall be submitted with each payment request in sufficient form for the Owner to determine Contractor's right to payment

and compliance with the Illinois Mechanic's Lien law and the Construction Bond Act. Each payment request shall include properly executed waivers of lien in conformity with information set forth on a properly completed Contractor's Affidavit. The Owner shall accept partial waivers of lien of subcontractors and suppliers who were included in the immediate proceeding payment. The Contractor shall submit waivers on a current basis, but the Owner shall allow trade Subcontractors and suppliers to submit partial waivers that are current to the preceding draw request which the owner paid.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, and not Contractor, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§9.4.3 All applications for payment shall be accompanied by affidavits, in duplicate, from the Contractor and Subcontractors containing such information and in such form as to comply with the Illinois Mechanics Lien Act (770 ILCS 60/0.01 *et seq.*) and the Construction Bond Act (30 ILCS 550/2, *et seq.*) and showing in detail the sources of all labor and materials used and contracted to be used on the Project, including names and addresses of subcontractors and material suppliers; amounts paid and remaining to be paid to each; lien waivers in a form acceptable to Owner; together with all other documents as shall be necessary, in the sole judgment of the Architect and Owner, to waive all claims of liens to date and comply with all applicable state and local laws.

§ 9.4.4 The Owner may elect to withhold partial payments due to inadequate or untimely waivers or affidavits.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect, after consultation with Owner, may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of, but not limited to:

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment. No interest will be paid on payments withheld.

§9.5.4 At the election of the Owner, in addition to the Owner's remedy described in Subparagraph 9.5.1 above, a sufficient sum may be retained by the Owner as determined to be necessary for the purpose of setting aside a reasonable reserve to fully correct the loss or to protect the Owner from the loss for the items above set forth.

§9.5.5 The Contractor shall submit lien waivers and sworn statements in accordance with the terms of the Contract Documents. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner not later than the time of payment. The Contractor shall keep the Project free and clear of all liens which arise from the Work. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certifications of Payment have been previously issued and payments made by the Owner, will be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, its subcontractors, material supplies, or other persons or entities making a claim by reason of having provided labor, materials or equipment relating to the Work. To the extent of payments made by Owner, the Contractor shall appear, defend, indemnify and hold harmless the Owner and Indemnitees, at Contractor's sold expense, against any and all costs resulting from liens, claims, actions, law suits or proceedings brought against Owner or its property filed in connection with the Work, the Project site or any improvements thereon. To the extent of payment made by Owner, the Contractor agrees to appear, defend, indemnify and hold harmless the Owner and Indemnitees against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits or proceedings.

§9.5.6 If any claim for lien or stop-notice or any other demand for payment on security therefor, including claims or demands upon performance and payment bond sureties for this Contract, is made or filed with the Owner of the Project by any person claiming that Contractor or any subcontractor or supplier or any other person claiming under any of them has failed to perform its contractual obligations or to make payment for any labor, services, trust fund contributions, materials, equipment, taxes, or other item furnished or obligation incurred for, or in connection with the Work, or if at any time there shall be evidence of such nonperformance or nonpayment of any claim or lien or stop-notice or other demand for which, if established, the Owner or the Project might become liable, then the Owner shall have the right to retain from any payment then due or thereafter to become due under the Contract or to be reimbursed by Contractor for an amount sufficient to (i) satisfy, discharge and defend against any such claim or lien or stop-notice or other demand, or any action or proceeding thereon which may be brought to judgment or award; (ii) make good any such nonpayment, nonperformance, damage, failure or default; and (iii) compensate the Owner for and indemnify it against any and all loss, lability, damages, cost and expense (including attorneys' and consultant's fees and costs) which may be sustained or incurred in connection therewith. The foregoing shall be in effect except to the extent that Owner without reasonable cause has not made payments to Construction Manager.

§9.5.7 Should any Trade subcontractor, other Subcontractor, Sub-subcontractor, supplier or other person or Contractor or any of them make, record or file, or maintain any action on or respecting a claim of mechanic's lien, stop-notice, equitable lien, payment or performance bond or a lis pendens, relating to the Work, the Contractor shall immediately and at its own expense procure, furnish and record appropriate statutory release bonds. The foregoing shall be in effect except to the extent that Owner without reasonable cause has not made payments to Construction Manager.

§9.5.8 The Owner shall release any payments withheld due to a lien if the Contractor obtains security acceptable to the Owner or a lien bond which is 1) issued by a surety acceptable to the Owner, 2) in form and substance

satisfactory to the Owner, and 3) in an amount not less than one hundred fifty percent (150%) of such lien claim or such other amount as may be reasonably required by the Escrow Agent, if any, to insure over such lien claim. By posting a lien bond or other security acceptable to the Owner in its sole discretion, the Contractor shall not be relieved of any responsibilities or obligations under this Section, including without limitation, the duty to defend, appear, indemnify and hold harmless Owner and Indemnitees. The Cost of any premiums incurred in connection with such lien bond and security shall be the responsibility of the Contractor and shall not be reimbursable to the Contractor as a Cost of the Work or otherwise.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor. Notwithstanding Article 4.2.4, the Architect and Subcontractor may communicate directly on the matters covered by this paragraph.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§9.6.8 Anything to the contrary contained or implied herein notwithstanding, no progress payment need be made by Owner until such time as Contractor, Subcontractors or any other persons performing the Work or furnishing materials or equipment for the Project furnishes the Owner with the following: (1) AIA Application & Certificate for Payment (G702 & G703), or such other form as required by Owner; (2) a Sworn Statement from Contractor (CM) to Owner; (3) Sworn Statement from Trade subcontractor to Contractor; (4) current partial waivers of lien from Contractor (CM) and from all trade Subcontractors, and from all subcontractors of every tier that furnished labor, materials, and/or equipment and from all material suppliers that supplied materials in connection with the Project covering such period for which payment is sought; (5) Certified Payrolls as provided in Sections 13.1.1.5.1 and 13.1.1.5.2; and (6) such additional documentation and/or information requested by the Owner and/or the CM relative to said payment request.

§9.6.9 Except as provided in Article 7 of the A133 portion of this Agreement, the Owner will withhold ten percent (10%) from the periodic Progress Payments as retention. Payment of retention shall be requested with the Contractor's application for Final payment. No interest shall accrue on monies held in retention.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the complete and compliant Contractor's Application for payment, or if the Owner does not pay the Contractor within seven (7) days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon ten (10) additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents. Notwithstanding the foregoing, the Contractor shall not stop the Work, nor shall the Contract Time or Contract Sum be increased during the pendency of a bona fide dispute between the Owner and/or the Architect and the Contractor.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, , and all final finishes within the Contract Documents are in place. In general, the only remaining Work shall be minor in nature, so that the Owner could occupy the Project on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal business operations and/or use and enjoyment of the Project. As a further condition of Substantial Completion acceptance, the Contractor shall certify that all remaining Work will be completed within thirty (30) calendar days or within the time stated elsewhere in the Contract Documents following the Date of Substantial Completion. Upon the Owner's written consent, the Date of Substantial Completion of landscaping portions of the Work may be as mutually acceptable to the Owner and the Contractor. The Contractor shall secure and deliver to the Owner written warranties and guarantees from its Subcontractors, Sub-Subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by the Owner and stating the period of warranty as required by the Contract Documents. The Contractor is responsible for the warranty of all Work, whether performed by it or by its subcontractors at any tier. If in the event Contractor does not complete the remaining Work within thirty (30) days of Substantial Completion, Owner shall give the Contractor written notice of the remaining Work to be completed. If the Contractor fails to complete the remaining Work to be completed within seven (7) days of receipt of the written notice, the Owner reserves the right to complete the remaining Work in accordance with 2.4.1 without further notice of the Contractor. All costs incurred by Owner therein shall be offset against Contractor's final payment.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list ("Punch List") of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect and Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect and Owner's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect and Owner to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work or designated portion thereof unless otherwise provided in the Contract Documents or as set forth in Article 12 for Punch List items and warranty work.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 Among other items identified elsewhere in the Contract Documents, submission of the following shall be a prerequisite to Final Acceptance:

a. All Record Documents
b. All Operations and Maintenance Manuals, if any
c. All manufacturers' warranties, if any
d. Complete commissioning of all systems required by the Contract Documents to be commissioned.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and CM or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 All Work shown on the Contractor's Punch List and thereafter identified in the Architect's inspection shall be completed within thirty (30) days of issuance of the Certificate of Substantial Completion, unless a different time is stated elsewhere in the Contract Documents. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, and the Architect has advised Owner of that finding and Owner has not advised Architect of any objection to such finding, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, based upon the exercise of professional skill and care and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation to Owner and not Contractor that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Owner's failure to object to and Owner's acceptance of Architect's findings hereunder shall not limit Architect's obligation to properly perform his duties under the Contract Documents and shall not constitute Owner's acceptance of Work not complying with the requirements of the Contract Documents or Owner's waiver of any claims or remedies it may have with respect to any such defective or delayed Work.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed

to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) certified payroll as required under the Prevailing Wage Act, (6) a final contractor's sworn statement from the Contractor duly executed and notarized showing all Subcontractors to be fully paid and final waivers from all trade Subcontractors, other Subcontractors, and material suppliers, (7) final subcontractor's affidavits from each Trade subcontractor showing all sub-subcontractors to be fully paid and final waivers of lien from any subcontractor's and sub-subcontractors and each trade subcontractor's material suppliers, and (8), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may, at the Owner's discretion, furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 The final payment by Owner shall not relieve the Contractor of the responsibility for the correction of any and all defects in the work performed. Contractor shall correct all defects as notified for the applicable warranty period after final payment.

§ 9.10.4
(Paragraphs deleted)
Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

(Paragraph deleted)

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Trade Contractors shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Construction Manager shall cause the Trade Contractors to implement formal safety programs pertinent to each of the scopes of work. Neither the Owner nor the Architect shall be responsible for any safety precautions or programs in connection with the Work. The owner shall not be in control of jobsite safety or responsible to the CM or the trade Subcontractors for jobsite safety.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. If Contractor fails to give such notices or fails to comply with such laws, ordinances, rules, regulations and lawful orders, it shall be liable for and shall indemnify and hold harmless the Indemnitees as provided in Section 3.18. Contractor shall be responsible for security of all tools, materials, and equipment left on site.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and shall give the Architect and the Owner prior written notice thereof.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Construction Manager shall cause the Trade Contractors to designate a responsible member of the Trade Contractors' organizations at the site whose duty shall be the prevention of accidents. These persons shall be the Trade Contractors' superintendents unless otherwise designated by the Trade Contractor in writing to the Construction Manager, Owner and Architect. Prior to commencing construction at the Site, the Construction Manager shall cause the Trade Contractors to submit to the Construction Manager and Owner their written safety plans for the site (the "Safety Plans") which Safety Plans shall set forth the Trade Contractors' proposed safeguards for the Work and the Site such as periodic safety meetings, safety inspections, posted rules and shall provide Owner with monthly updates to the Safety Plan evaluating the status thereunder. Construction Manager shall submit to Owner its overall safety plan , which shall include the Trade Contractors' safety plans, In addition, the Construction Manager and Trade Contractors shall immediately notify the Owner of any accidents, injuries or losses at the site or associated with the Work, but in any event within twenty-four (24) hours of such occurrence with a detailed written report within three (3) business days thereof.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 The Contractor shall protect adjoining property and shall provide barricades, temporary fences or other devices required to protect the safety of passers-by, as required by prudent construction practices, local building codes, ordinances, or other laws, or the Contract Documents.

§ 10.2.10 The Contractor shall maintain Work, materials and apparatus free from injury or damage from flood, rain, wind, storms, frost, cold or heat. If adverse weather makes it impossible to continue operations safely in spite of weather precautions, the Contractor shall cease the Work and notify the Owner and the Architect of such cessation. The Contractor shall not permit open fires on the Project Site. In addition, the Contractor shall, at is sole cost and expense, promptly repair any disturbance to walls, utilities, sidewalks, curbs, roadways, and the property of third parties (including improvements in the adjoining right of way of the Village of Bartlett) resulting from the performance of the Work, whether by it or by its Subcontractors at any tier.

§ 10.3 HAZARDOUS MATERIALS
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such

material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 The Contractor shall review the Contract Documents and notify the Owner and the Architect in writing of any materials and systems shown or specified, which, to the best of Contractor's knowledge, contain hazardous materials.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances that the Construction Manager any Trade Contractors bring to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances
§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

(Paragraphs deleted)
§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable as set forth in the Agreement and in accordance with Exhibit C-1 to the modified Standard Form of Agreement Between Owner and Construction Manager as Constructor where the Basis of Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, AIA A133-2009, referred to herein alternatively as the "Modified AIA A133-2009", the "Contract", or the "Agreement". The Contractor shall require all trade Subcontractors and subcontractors shall procure and maintain insurance in accordance with the requirements set forth in Exhibit C-2 attached to the Modified AIA A133-2009. Contractual liability shall include the Indemnification obligations stated in said Exhibits C-1 and C-2, but shall also include the additional indemnification obligations under Section 3.18.

§ 11.1.2 Contractor shall also protect the Owner by specifically incorporating Exhibit C-2 to the modified AIA A-133-2009 and the applicable provisions of Section 3.18 into every subcontract entered into and also requiring that every Subcontractor incorporate said provisions into every sub-subcontract it enters into.

(Paragraph deleted)
§ 11.1.3 The Contractor shall cause the commercial liability coverage required by the contract documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in

part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

(Paragraph deleted)
§ 11.1.4 Liability of Contractor and any Subcontractor is not limited by purchase of insurance. Nothing contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, the liability of any Subcontractor of any tier, or the liability of the Architect, or either of their respective insurance carriers. Owner does not, in any way, represent that the coverage or limits of insurance specified is sufficient or adequate to protect the Owner, Contractor, Architect or any Subcontractor's interest or liabilities, but are merely minimums. The obligation of the Contractor and every Subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Owner in the event that the Owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the lost which is not covered by either the Architect's, Contractor's or any Subcontractor's insurance.

(Paragraph deleted)
§11.2 PERFORMANCE AND PAYMENT BONDS

(Paragraphs deleted)
§ 11.2.1 The Contractor shall deposit with the Owner and provide a copy to the Village Attorney before commencing any Work an *AIA A312-2010 Performance Bond and Payment Bond* for 110% of the Contract Sum, guaranteeing the faithful performance of the work in accordance with the Contract, the payment of all indebtedness incurred for **labor and materials**, payment of the prevailing wage in accordance with paragraph 13.8.1, and guarantee correction of work. The Performance Bond and Payment Bond must be co-signed by a surety company authorized by the Illinois Department of Insurance to issue and sign sureties in the State of Illinois, and which surety company shall have a financial strength rating ("FSR") of at least A- as rated by A.M. Best Company Insurance Guide, Inc., Moody's Investor Service, Standard & Poor's Corporation, or similar rating agency (the "Performance and Payment Bond"), and be licensed to conduct business in the State of Illinois and be named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury.

(Paragraphs deleted)
§ 11.2.2 Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

(Paragraphs deleted)
§ 11.2.3 Whenever the Contractor shall be and is declared by the Owner to be in default under the Contract, the surety of the Contractor shall be responsible to make full payment to the Owner and Construction Manager for (1) any and all extra work; (2) additional Architect/Engineering costs; (3) accounting costs; (4) legal costs and expenses as well as reasonable attorneys' fees; (5) testing and consulting and other costs; (6) construction management fees; and (7) any other expenses incurred by the Owner as a result of a Contractor's default and in protecting the Owner's right under the agreement with the Contractor to remedy the Contractor's default or honor the terms of the Performance Bond or Payment Bond. The provisions of this clause for charging of cost, fees and extra work against the Contractor shall apply to subparagraph 2.4 as though expressly included therein.

(Paragraphs deleted)
§ 11.2.4 It shall be the duty of the Surety to give an unequivocal notice in writing to Owner within fifteen (15) days after receipt of a declaration of default and notice of termination of the Contractor. Time is of the essence in the Surety's election either to remedy the default or defaults promptly or to perform the Contract promptly or to pay to Owner up to the penal sum of the bond, time being of the essence. In said notice of election, the Surety shall indicate the date on which the remedy or performance will commence, and it shall then be the duty of the Surety to give prompt notice in writing to Owner immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction of each item of condemned work; (c) the furnishing of each omitted item of work, and (d) the performance of the Contract. The Surety shall conduct a due diligent investigation before asserting the solvency of its Principal or its Principal's denial of default as justification for its failure to give notice of election or for its failure to promptly remedy the default or defaults or perform the Contract. If in the event

Surety requires addition time to investigate the declaration of default, the Owner may, without prejudice to its rights under the bond, temporarily continue construction of the Project and charge the cost of such Work, including work performed on a time and material basis by a temporary completing contractor, against the Contract. Upon completion of its investigation, the Surety may exercise its rights under the Bonds.

(Paragraph deleted)
§ 11.2.5 In the event the said Surety shall fail to act promptly as hereinbefore provided, then Owner or Construction Manager shall cause ten (10) day's notice of such failure to be given, both to said Principal and Surety, and at the expiration of said ten (10) days, the Obligee shall have the authority to cause said work to be done and when the same is completed and the cost thereof estimated, the said Principal and Surety shall and hereby agree to pay any excess in the cost of said work above the agreed price to be paid under said Contract, to the extent of the penal sum of the bond.

(Paragraphs deleted)
§ 11.2.6 After declaration of default and termination, and as the Contract is completed by a completing contractor in accordance with the terms of the Contract Documents, to the extent construction funds remain and are attributable to the default contractor, Owner shall pay completing contractor in accordance with the Schedule of Values as certified by the Architect, and upon completion, any funds which remain due on said contract shall be paid to said surety. Any shortfall in the amount due the completing contractor shall be paid by Surety.

§ 11.2.7 The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind arising out of incomplete, improper or damaged work, that may result from a failure in any respect to perform and complete said Contract, including, but not limited to, all repair and replacement costs necessary to rectify construction error, all architectural and engineering costs and fees, all consultant fees, construction management fees and expenses, all testing and laboratory fees, and all legal fees and litigation cost incurred by Owner as a result of the default.

§ 11.2.8 Any provisions contained within the bonds creating a condition precedent for Owner not otherwise required herein, or abrogating Owner's rights or remedies otherwise available in contract, law or equity are void.

§ 11.2.9 In the event the Surety shall make any assignment for the benefit of creditors or commit any act of bankruptcy, or if it shall be declared bankrupt, or if it shall file a voluntary petition in bankruptcy, or if Surety shall in the reasonable opinion of the Owner be insolvent, the Contractor agrees forthwith upon request of the Owner to furnish and maintain other corporate surety with respect to said bonds satisfactory to the Owner. No further payment shall be deemed due nor shall be paid to the Contractor until the new bonds are in place from a corporate surety satisfactory to Owner.

§ 11.2.10 The Contractor shall name the Owner as an obligee on all bonds.

11.3 PROPERTY INSURANCE.
See Exhibits C-1 and C-2.

§ 11.4 WAIVERS OF SUBROGATION
See Exhibits C-1 and C-2

(Paragraphs deleted)
ARTICLE 12 UNCOVERING AND CORRECTION OF WORK
§ 12.1 UNCOVERING OF WORK
§ 12.1.1 If a portion of the Work is covered contrary to the Architect's or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Owner, be uncovered for the Architect's and Owner's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect or the Owner has not specifically requested to examine prior to its being covered, the Architect, with the consent of Owner, may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in

accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5 and not as a limitation on such obligations, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the applicable period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall commence to run with respect to portions of Work first performed or corrected after Substantial Completion at the time of the subsequent acceptance of this Work in writing by the Owner.

(Paragraph deleted)

§ 12.2.2.3. The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to knowingly accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so by acknowledging the same in writing instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. General approval of any material or work at any time during construction will not prevent its subsequent rejection for failure to conform to the requirements of the Contract Documents. No election by the Owner to correct work shall constitute a waiver of any obligation of a surety upon its performance and labor and material payment bonds.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located

§ 13.1.1 COMPLIANCE WITH LAWS

The Contractor shall comply with all federal, state, county and local laws, codes, rules and regulations applicable to the Work including without limitation all building codes, permit conditions, the American with Disabilities Act and the equal employment opportunity clause of the Illinois Human Rights Act and the rules and regulations of the Illinois Department of Human Rights, the Illinois Prevailing Wage Act, and all laws and regulations pertaining to occupational and work safety, hours of operation and disposal of construction debris. A copy of the Contractor's certification of compliance with applicable laws is attached to and made a part of this Agreement. A copy of the most current prevailing wages determination of the Illinois Department of Labor (IDOL) is attached to and made a part of this Agreement.

§13.1.1.1 HUMAN RIGHTS ACT

In addition to the certifications, required by the Owner in the Contract Documents and to the extent required by law, the Contractor shall comply with the terms and procedures of the Illinois Human Rights Act, 775 ILCS 5/2-101 *et.seq.* To the extent required by law, the Contractor agrees as follows:

.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

.2 That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

.4 That is will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the Contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

.6 That it will permit access to all relevant books, records, accounts and Work sites by personnel of the Contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

.7 That it will include verbatim or by reference the provisions of this clause in every Subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such Subcontract. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions

of this clause by such Subcontractors; and further it will promptly notify the Contracting Agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

§13.1.1.2 DEBARMENT The Contractor by submitting its bid certifies that the Contractor is not barred from bidding on the Project as a result of a conviction for either bid-rigging or bid rotating. 720 ILCS 5/33E-11.

§13.1.1.3 DRUG FREE WORKPLACE The Contractor by submitting its bid certifies that it will provide a drug free workplace and that it is in compliance with the requirements of the Drug Free Workplace Act. 30 ILCS 580/1 *et seq.*

§13.1.1.4 SEXUAL HARASSMENT The Contractor by submitting its bid certifies that it has a written sexual harassment policy which includes (i) the illegality of sexual harassment; (ii) a definition of sexual harassment (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and compliant process through the Illinois Department of Human Rights; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation for exercising rights under the policy in accordance with the Illinois Humans Rights Act. The Village, and other parties to this Contract, are subject to the rules and regulations of the Illinois Department of Human Rights and the statutory requirements thereof.

§13.1.1.5 ILLINOIS DEPARTMENT OF LABOR REQUIREMENTS

§13.1.1.5.1 The Contractor shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) and the Owner's Ordinances requiring payment of prevailing wages. The Contractor shall pay or cause to be paid not less than the prevailing rate of hourly wage in the county the work is performed as determined by the Illinois Department of Labor for the month in which the work is performed including but not limited to all laborers, workers and mechanics. All contractors and subcontractors rendering services under this contract must comply with all requirements under the Act, including but not limited to, all wage, notice and record keeping duties.

The Contractor is required to verify current prevailing wage prior to the first day of each month and to pay the then-current prevailing wage rate as determined by the Illinois Department of Labor, regardless of the rates contained in the Contract Documents. Any increases in costs to the Contractor due to the changes in the prevailing wage during the term of this Contract shall be at the expense of Contractor and not at the expense of Owner. Current prevailing wage rates are published at the following website: http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx.. The Contractor agrees to indemnify and hold harmless the Owner for any violations of the Prevailing Wage Act.

The Contractor shall also: (1) insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of hourly wage to all laborers, workers, and mechanics performing work under the contract; and (2) require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower-tiered subcontract, a stipulation that the subcontractor shall not pay less than prevailing rate of hourly wage to all laborers, workers, and mechanics performing work under the contract.

The Contractor shall include on all bonds and shall cause all subcontractors' bonds required under the Contract Documents to guarantee compliance with the Prevailing Wage Act.

Additionally, the Contractor and each subcontractor shall make and keep, for a period of not less than 3 years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the Project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. The Contractor shall submit monthly, no later than the 10th day of each calendar month, in person, by mail, or electronically a certified payroll to the Owner with each monthly pay request in a form in accordance with the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which states that: (i) he or

she has examined the certified payroll and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor ("Certified Payroll". The Contractor may rely on the certification of a lower tier subcontractor, provided the Contractor does not knowingly rely upon a subcontractor's false certification. The records submitted in accordance with this payroll submittal provision shall be considered public records pursuant to Section 5 of the Prevailing Wage Act, 820 ILCS 130/5 (2004, as amended by P.A. 94-515). The Owner may, at its option, immediately terminate the Contract in the event that Contractor violates any provision of this paragraph or the Prevailing Wage Act.

Contractor shall also post the prevailing wage rates for each craft or type of worker or mechanic needed to complete the project at either: (1) a location on the project site easily accessible to the workers engaged on the project; or (2) in lieu of posting on the project site, if the Contractor has a business location where laborers, workers, and mechanics may regularly visit, the Contractor may either post the prevailing rate of wages in each county the Contractor works in a conspicuous location or provide the laborers, workers or mechanics engaged on the project a written notice indicating the prevailing rate of wages for the project.

Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records identified in 820 ILCS 130/5(a)(1) to the Owner, and its officers and agents.

§13.1.1.5.2 The Contractor and Subcontractors shall include in Bids the costs for the current prevailing wage. As changes are made in these prevailing wages, the Contractor and Subcontractors performing Work on the Project will be responsible for conforming to the changes and shall have the responsibility for determining when changes are made. No additional costs are to be incurred by the Owner as a result of changes in the prevailing wage. All record keeping requirements are the obligation of the Contractor and Subcontractors. Certified payrolls must be submitted to the Owner pursuant to Illinois law.

§13.1.1.5.3 To the extent that there are any violations of this Act and any demands are made upon the Owner, Architect, or Construction Manager by the Illinois Department of Labor or by any employee of the Contractor or a Subcontractor performing Work on the Project, the Contractor or the particular Subcontractor and Contractor shall be responsible for indemnifying and holding the Owner and Architect free and harmless from all costs, liability or damages incurred, directly or indirectly, by the Owner or Architect including attorneys' fees, in responding to and complying with demands made by the Department of Labor or an aggrieved employee and such amounts may be withheld from the payments to be made on the Project. It is the intention that the Owner, Architect shall suffer no time loss or other additional expenses in complying with any inquiry made with regard to this Act.

§13.1.1.5.4 No less than once per month, the Contractor shall submit certified payments to the Owner in compliance with the Illinois Prevailing Wage Act.

§13.1.1.6 ILLINOIS DRUG-FREE WORKPLACE ACT Upon request Contractor shall execute a Certification in compliance with the *Village of Addison* as submitted by the Owner to the Contractor.

§13.1.1.7 In the employment and use of labor, and to the extent required by law, the contractor shall conform to "An ACT to give preference to veterans of the United States military and naval service in appointments and employment upon public works, by or for the use of, the State or its political subdivision," as amended (330 ILCS 55/1 *et. seq.)*

§13.1.1.8 MISCELLANEOUS PROVISION OF LAW. It is specifically provided that this Contract is subject to all the provisions of law regulating and controlling the performance of Work for the Owner, and that the rules of law shall prevail over any provision contained in any of the Contract Documents which may be in conflict thereto or inconsistent therewith. Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if, through mistake or otherwise, such provision is not inserted, or is not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.

§13.1.1.9 CRIMINAL BACKGROUND CHECKS. Contractor understands and acknowledges that its work, in whole or in part, may be performed on Village property and is of a sensitive nature. The Contractor further

understands and acknowledges that the Village of Bartlett requires that all employees of vendors, licensees, contractors or others working on this project are subject to a criminal background check. Prior to allowing any of its employees who will be performing the scope of work access to property, the Contractor agrees to provide the Owner with the following:

(1) Evidence that each employee, agent, contractor or other person performing work this project under this Agreement was subjected to a criminal background check. ; ;
(2) The Contractor will provide the Village, upon request, a copy of the criminal background check conducted on each such person.

In the event the Contractor plans to subcontract with or use the services of another person or firm for this project, in order to fulfill its obligations under its Agreement with the Owner then in that event Architect will require all such persons or firms to comply with the provisions of this paragraph.

In the event the Contractor fails to comply with the provisions of this paragraph, and as a result a suit or claim is instituted by an individual for harm caused by an employee of the Contractor, or caused by an employee of a subcontractor to the Contractor, then in that event the Contractor agrees to fully defend and indemnify including reimbursement of attorney's fees and costs, the Owner against any such claims.

§13.1.1.9.1 Alternatively to the proceeding §13.1.9, the Owner may at its sole and exclusive option, invoke the following:

> Upon request by the Owner, any employee of the Contractor or any of its subcontractors or vendors shall submit state-issued identification documents (e.g. driver's license, state identification card, etc.) or other documents to the Owner so that the Owner may obtain a criminal background check of the employee. No employee who fails or refuses to produce such documents may work on the Project at the Project site. Alternatively, the Owner reserves the right to direct the Contractor, at any time during the Project, to immediately obtain criminal background investigations of any of Contractor's or Subcontractor's employees. Such criminal background checks will be performed at Contractor's or Subcontractor's expense and at no additional cost to Owner, by Change Order or otherwise. If objectionable information regarding any employee is discovered via the background check, whether performed by Owner or Contractor, such employee shall not be allowed to work on the Project at the Project site. If no objectionable information is revealed, then the employee shall receive a visitor's badge that must be worn at all times while working on the Project site. The Owner shall be the sole judge of what information may be deemed objectionable. The Owner may request new background checks of any employee at any time.

§13.1.1.10 EQUAL EMPLOYMENT OPPORTUNITY

All companies entering into contractual relationships with the Owner on federal or state-assisted projects must comply with Federal Equal Opportunity regulations, including, but not limited to Executive Order 11246-11375.

§13.1.1.11 SUBSTANCE ABUSE PREVENTION

§13.1.1.11.1 The Contractor shall comply with and cause all subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) (the "Act") by:

.1 Prohibiting the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or allowing any employee to be under the influence of any said drug or alcohol while performing the Work;

.2 Filing a written substance abuse prevention program with the Owner for the prevention of substance abuse among its employees prior to the commencement of the Work. Said program shall be available to the general public and, at a minimum, contain the following:

.a A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient;

.b A prohibition against the actions for the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or any employee under the influence of any said drug or alcohol while performing the Work;
.c A requirement that employees performing the Work submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencement of the Work is not required if the employee participated in a random testing program during the 90 days preceding the date on which the employee commenced work hereunder; and
.d A procedure for notifying an employee that he or she may not perform any of the Work if he or she: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Contractor's substance abuse program until the employee tests negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Contractor's substance abuse program.

.3 Immediately removing and/or prohibiting access to the Work site of any employee who: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Contractor's substance abuse program. Said employee shall be prohibited from the Work site until he or she tests negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Contractor's substance abuse program; and

.4 Complying with all other requirements of the Act.

§13.1.1.11.2. Failure by the Contractor to comply with the requirements of the Illinois Substance Abuse Prevention on Public Works Projects Act shall constitute a material default of the Contract and shall give the Owner the right to pursue any remedy available to it at law or in equity, including termination of this Agreement for cause in the Owner's sole discretion and any other remedy as provided in this Contract. In the event of a default hereunder, Contractor shall also pay to the Owner all damages Owner is entitled to under this Contract that arise from the default, together with interest, costs, and the Owner's reasonable attorney fees.

§13.1.1.12 FREEDOM OF INFORMATION ACT

The Contractor hereby acknowledges that pursuant to 5 ILCS 140/7(2) any record of the Contractor that relates directly to a governmental function being performed by the Contractor pursuant to this Agreement is considered a public record of the Owner for purposes of the Freedom of Information Act (FOIA), and upon request of the Owner's FOIA Officer, Contractor shall within two (2) business days turn over to the FOIA Officer any record requested that is in possession of the Contractor.

§13.1.1.13 RECORD KEEPING AND OWNER'S RIGHT TO AUDIT

Contractor and any subcontractor shall keep and maintain accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Contract, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Contract and shall make all such materials available at the office of the Village or its authorized representative at any reasonable time during the term of this contract and for the length of time established by law or five (5) years, whichever is longer from the date of final payment to Contractor or termination of this Contract for audit, inspection and copying upon Owner's request.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. This Contract is nonassignable in whole or in part by Contractor, and an assignment shall be void without the prior written consent of Owner, which consent, shall not be unreasonably withheld. Notwithstanding any of the provisions of this paragraph, however, the Owner may assign the Contract to an affiliated entity without the consent of the Contractor.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

All notices given under the Contract Documents shall be in writing and shall be deemed properly served upon receipt if delivered in person, the next business day if delivered by recognized overnight courier or three (3) days after deposit in the United States mail, if sent postage prepaid by United States registered or certified mail, return receipt requested, addressed as set forth on the cover page of the Contract or to such other address or addresses as any party entitled to receive notice hereunder shall designate to all other parties in the manner provided herein for the service of notice. All notices hereunder, except notices of default or termination , may be given by e-mail and shall be effective upon receipt.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.4.3 In performing its obligations for the Owner, the Architect and its consultants may cause expense for the Construction Manager or the trade Subcontractors. However, Construction Manager, the trade Subcontractors and sureties shall maintain no direct action against the Owner or Architect, consultants, their agents and employees, for any claim arising out of, in connection with or resulting from the Work performed or required to be performed. Only the Owner shall be the beneficiary of any undertaking by the Architect, its consultants, their agents and employees.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ **13.5.7 Retests.** The cost of a retest will be borne by the party requesting the retest, unless the retest shows that the original test or the Work being tested was in error or defective, and in such event, the cost of the retest shall be borne by the other party.

§ 13.6 INTEREST

Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/2, *et seq.*) and interest, to the extent permitted under said Act, shall accrue at the rate set forth in the provisions of the applicable state of local statues governing payment to Contractors on public projects. Under no circumstances shall interest accrue on amounts held in retention until such time as retainage is due under the Contract, and once due under the Contract, interest shall be as prescribed under herein referenced statutes.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law.

§13.8 ARCHITECTS ADDITIONAL COMPENSATION

§13.8.1 The Contractor shall compensate the Owner for Additional Services for time expended by the Architect for contract administration time, at the Architect's hourly rate of the individual providing the service for the following:

1. After two (2) reviews of shop drawings/submittals per item.
2. Any office or field time spent after the second Punch List (excluding project closeout procedures).
3. Any office or field time spent should project closeout extend more than thirty (30) days beyond Substantial Completion.
4. Any office or field time necessitated by the Contractor's failure to achieve the scheduled date of Substantial Completion.

The amounts paid to the Architect will be deducted by the Owner from the amounts due the Contractor for these Additional Services by change order and paid directly to the Architect.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed until that time.

(Paragraph deleted)

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1

(Paragraphs deleted)

If the Contractor shall institute proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or any applicable Federal or State Law, or if a petition under any federal or state insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of said filing, or if the Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee, or assignee is appointed on account of his bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed; or if the Contractor abandons the Work; or if he fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work; or if the Contractor submits an application for payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if the Contractor fails to make prompt payment to Subcontractors for materials or labor

(Paragraphs deleted)

or otherwise breaches obligations under any subcontract with a Subcontractor; or if a mechanic's or materialman's lien or a notice of lien is filed against any part of the Project and is not promptly bonded or insured over by the Contractor in a manner reasonably satisfactory to the Owner; or if the Contractor disregards any laws, statutes, ordinances, rules, regulations or orders material to the Project of any governmental body or public or quasi-public authority having jurisdiction of the Work or the Project premises; or if the Contractor otherwise violates any material breach of a provision of the Contract Documents, then, without prejudice to any right or remedy available Owner may, after giving the Contractor and the surety under the Performance Bond and under the Labor and Material Payment Bond seven (7) days' written notice, terminate the employment of the Contractor, and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and accept assignment of Subcontracts and may complete the Work by whatever reasonable method the Owner may deem expedient. If requested by the Owner, the Contractor shall remove any part or all of his equipment, machinery and supplies from the Project within seven (7) days from the date of such request, and in the event of the Contractor's failure to so, the Owner shall have the right to remove or store, or remove and store, such equipment, machinery and supplies at the Contractor's expense. In case of such termination, the Contractor shall not be entitled to receive any further payment for Work performed by the Contractor through the date of termination until final completion of the Work. The Owner's right to terminate the Owner-Construction Manager as Constructor Agreement pursuant to this subsection 14.2.1 shall be in addition to and not in limitation of any rights and remedies existing hereunder or pursuant hereto or at law or in equity.

(Paragraphs deleted)

§ 14.2.2 When any of the reasons listed in Section 14.2.1 exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety seven (7) days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds all costs to the Owner of completing the Work, then the Contractor shall be paid for all Work performed by the Contractor to the date of termination. If such costs to the Owner of completing the Work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner. Such costs shall include (but not be limited to) the cost of any additional architectural, managerial and administrative services required thereby, any cost incurred in retaining another Contractor or other subcontractors, any additional interest or fees which the Owner must pay by reason of a delay in completing the Work, attorney's fees and expenses, and any other damages, costs and expenses the Owner may incur by reason of completing the Work or any delay thereof. The amount, if any, to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§14.2.5 The Owner's right to terminate the Contract pursuant to Section14.2 shall be in addition to and not in limitation of its right to stop the Work without terminating the Contract pursuant to Section 2.3.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

(Paragraphs deleted)

§ 14.3.2,The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall not include profit. No adjustment shall be made to the extent

- **.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

14.3.3 Any adjustment made in the Contract Sum pursuant to paragraph 14.3.2 shall be subject to the provisions of Article 5 of the A133 portion of this Agreement.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Termination under this Article 14.1 shall be by written notice of termination delivered to the Contractor specifying the effective date of termination.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed..

ARTICLE 15 CLAIMS AND DISPUTES DURING CONSTRUCTION

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties to the Contract seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract during the course of consruction. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims arising during construction by the Contractor must be initiated by written notice to the other party and to the Owner and the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial

Decision Maker. Claims by the Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later, whether or not any impact on cost or time has been determined. Owner shall endeavor to promptly give written notice of any claim it believes it has under the Contract which arises during the course of construction.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim arising during construction for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim arising during construction for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§15.1.5.3 The criteria on which the term "weather delays" shall be based on the normal average amount of precipitation received in the project areas, as recorded over a period of the last five (5) years by NOAA, National Climatic Data Center. Any extension of time due to unusually severe weather must be requested by the Contractor on the basis of documented records of the actual precipitation for a minimum period of three (3) months time, compared with the normal average for the area. The criteria shall also include the number of excessive precipitation days over the same period and whether or not the Contractor's force worked on said days or any stage of construction was affected.

§15.1.5.4 Delay caused by any Subcontractor shall be the responsibility of the Contractor. The Contractor shall, therefore, ensure that all Subcontractors at all time provide sufficient personnel, equipment and materials to substantially complete the Work in the time specified herein.

§15.1.5.5 Where a delay occurs which is beyond the Contractor's control, the Contractor has an affirmative duty to mitigate the effect of that delay on the progress of the Work. An extension of the Substantial Completion date will not be granted to the extent that the Contractor breaches said duty to mitigate.

§ 15.1.5.6 Additionally, except as provided in Article 5.1.2 of the A133 portion of this Agreement for general conditions and fee resulting from schedule extensions, the Contractor shall not be entitled to payment or compensation for any alleged damages, costs or expenses whatsoever, including but not limited to costs of acceleration, arising in any manner because of hindrance or delay, from any cause whatsoever, whether such hindrances or delay be reasonable, foreseeable, avoidable or unavoidable.

§15.1.5.7 The Contractor shall not be entitled to recover from the Owner, and hereby waives all rights which it or its Subcontractors or any other person may otherwise have to recover, any costs, expenses and damages of any nature which it or its Subcontractors or any other person, may suffer by reason of delay in the performance of the Work or any portion thereof for any reason, the extension of Contract Time granted herein being the Contractor's sole and exclusive remedy.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. This waiver shall not apply to construction costs resulting from damage to existing communications systems or to moving and rental costs if Owner is forced to move out of the space due to delayed completion, however such moving and rental costs shall be limited to an aggregate amount of $15,000 if not covered by Contractor's commercial general liability insurance.

._____.

§15.1.7 RESOLUTION OF DISPUTES

§15.1.7.1 Venue. Any suit or action arising under this Contract shall be commenced in DuPage County, Illinois.

§15.1.7.2 Waiver of Punitive Damages. The Contractor and Owner waive all claims against each other for all punitive damages arising out of or relating to this Contract, but nothing in this paragraph shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§15.1.7.3 In any suit or action arising under this Contract the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3 and 10.4, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§15.2.5.1 When the Architect is acting as the Initial Decision Maker, interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents. In no event, shall the Architect be liable for results of interpretation or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effects shall be final if consistent with the intent expressed in the Contract Documents.

§ 15.2.6 Either party may file for non-binding mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for non-binding mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for non-binding mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien or claim on the Performance Bond and/or the Payment Bond, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

(Paragraphs deleted)

Agenda Item Executive Summary

Item Name	Lambert Ln. & Spaulding Rd. No Parking Ordinance	Committee or Board	Board

BUDGET IMPACT

Amount:	$	*Budgeted*	
List what fund	N/A		

EXECUTIVE SUMMARY

As you are aware, we are working on quiet zone improvements along Spaulding Rd. As was discussed at the Board meeting, we are proposing to prohibit parking & standing along portions of Lambert Ln. and Spaulding Rd. near the Global Towing Facility. The attached ordinance amends the Municipal Code to prohibit parking and standing along portions of Lambert Ln. and Spaulding Rd.

ATTACHMENTS (PLEASE LIST)

- Memo
- Ordinance

ACTION REQUESTED

For Discussion Only ____

Resolution _____

Ordinance __X___

Motion: I move the Village Board approve Ordinance 2016 - _____, an ordinance amending Title 6, Chapter 11-1300, Section 6-11-1303.7: of the Bartlett Municipal Code to prohibit parking and standing along Lambert Ln. and Spaulding Rd.

Staff: Dan Dinges Date: 11/4/16

ORDINANCE 2016 - _____

AN ORDINANCE AMENDING TITLE 6, CHAPTER 11-1300, SECTION 6-11-1303.7: OF THE BARTLETT MUNICIPAL CODE TO PROHIBIT PARKING AND STANDING ALONG LAMBERT LN. AND SPAULDING RD.

BE IT ORDAINED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: That Title 6, Chapter 11-1300, Section 6-11-1303.7: NO STANDING ZONES: is amended to add the following streets, to the extent said streets lie within the corporate limits of the Village of Bartlett, upon which it shall be unlawful to stand or park any vehicle at any time:

> "LAMBERT LANE from Spaulding Road to 500 feet north of Spaulding Road"; and
>
> "SPAULDING ROAD from Metra railroad tracks west of Lambert Lane to Ivory Lane east of Lambert Lane."

SECTION TWO: SEVERABILITY. The various provisions of this Ordinance are to be considered as severable, and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION THREE: REPEAL OF PRIOR ORDINANCES. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

_____
Kevin Wallace, Village President

ATTEST:

_____
Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2016 - _____enacted on _____, 2016, and approved on _____, 2016, as the same appears from the official records of the Village of Bartlett.

_____
Lorna Giless